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RECORDS OF THE UNITED STATES

NUERNBERG WAR CRIMES TRIALS

UNITED STATES OF AMERICA v. CARL KRAUCH ET AL. (CASE VI)

AUGUST 14, 1947-JULY 30, 1948

Roll 81

Defense Document Books

Buergin(part), 6-11

Buetefisch(part), 1-7 Supplement



**THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION**

WASHINGTON: 1976

INTRODUCTION

On the 113 rolls of this microfilm publication are reproduced the records of Case VI, *United States of America v. Carl Krauch et al.* (I. G. Farben Case), 1 of the 12 trials of war criminals conducted by the U.S. Government from 1946 to 1949 at Nuernberg subsequent to the International Military Tribunal (IMT) held in the same city. These records consist of German- and English-language versions of official transcripts of court proceedings, prosecution and defense briefs and statements, and defendants' final pleas as well as prosecution and defense exhibits and document books in one language or the other. Also included are minute books, the official court file, order and judgment books, clemency petitions, and finding aids to the documents.

The transcripts of this trial, assembled in 2 sets of 43 bound volumes (1 set in German and 1 in English), are the recorded daily trial proceedings. Prosecution statements and briefs are also in both languages but unbound, as are the final pleas of the defendants delivered by counsel or defendants and submitted by the attorneys to the court. Unbound prosecution exhibits, numbered 1-2270 and 2300-2354, are essentially those documents from various Nuernberg record series, particularly the NI (Nuernberg Industrialist) Series, and other sources offered in evidence by the prosecution in this case. Defense exhibits, also unbound, are predominantly affidavits by various persons. They are arranged by name of defendant and thereunder numerically, along with two groups of exhibits submitted in the general interest of all defendants. Both prosecution and defense document books consist of full or partial translations of exhibits into English. Loosely bound in folders, they provide an indication of the order in which the exhibits were presented before the tribunal.

Minute books, in two bound volumes, summarize the transcripts. The official court file, in nine bound volumes, includes the progress docket, the indictment, and amended indictment and the service thereof; applications for and appointments of defense counsel and defense witnesses and prosecution comments thereto; defendants' application for documents; motions and reports; uniform rules of procedures; and appendixes. The order and judgment books, in two bound volumes, represent the signed orders, judgments, and opinions of the tribunal as well as sentences and commitment papers. Defendants' clemency petitions, in three bound volumes, were directed to the military governor, the Judge Advocate General, and the U.S. District Court for the District of Columbia. The finding aids summarize transcripts, exhibits, and the official court file.

Case VI was heard by U.S. Military Tribunal VI from August 14, 1947, to July 30, 1948. Along with records of other Nuernberg

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and Far East war crimes trials, the records of this case are part of the National Archives Collection of World War II War Crimes Records, Record Group 238.

The I. G. Farben Case was 1 of 12 separate proceedings held before several U.S. Military Tribunals at Nuernberg in the U.S. Zone of Occupation in Germany against officials or citizens of the Third Reich, as follows:

<u>Case No.</u>	<u>United States v.</u>	<u>Popular Name</u>	<u>No. of Defendants</u>
1	<i>Karl Brandt et al.</i>	Medical Case	23
2	<i>Erhard Milch</i>	Milch Case (Luftwaffe)	1
3	<i>Josef Altstoetter et al.</i>	Justice Case	16
4	<i>Oswald Pohl et al.</i>	Pohl Case (SS)	18
5	<i>Friedrich Flick et al.</i>	Flick Case (Industrialist)	6
6	<i>Carl Krauch et al.</i>	I. G. Farben Case (Industrialist)	24
7	<i>Wilhelm List et al.</i>	Hostage Case	12
8	<i>Ulrich Greifelt et al.</i>	RuSHA Case (SS)	14
9	<i>Otto Ohlendorf et al.</i>	Einsatzgruppen Case (SS)	24
10	<i>Alfried Krupp et al.</i>	Krupp Case (Industrialist)	12
11	<i>Ernst von Weizsaecker et al.</i>	Ministries Case	21
12	<i>Wilhelm von Leeb et al.</i>	High Command Case	14

Authority for the proceedings of the IMT against the major Nazi war criminals derived from the Declaration on German Atrocities (Moscow Declaration) released November 1, 1943; Executive Order 9547 of May 2, 1945; the London Agreement of August 8, 1945; the Berlin Protocol of October 6, 1945; and the IMT Charter.

Authority for the 12 subsequent cases stemmed mainly from Control Council Law 10 of December 20, 1945, and was reinforced by Executive Order 9679 of January 16, 1946; U.S. Military Government Ordinances 7 and 11 of October 18, 1946, and February 17, 1947, respectively; and U.S. Forces, European Theater General Order 301 of October 24, 1946. Procedures applied by U.S. Military Tribunals in the subsequent proceedings were patterned after those of the IMT and further developed in the 12 cases, which required over 1,200 days of court sessions and generated more than 330,000 transcript pages.

Formation of the I. G. Farben Combine was a stage in the evolution of the German chemical industry, which for many years led the world in the development, production, and marketing of organic dyestuffs, pharmaceuticals, and synthetic chemicals. To control the excesses of competition, six of the largest chemical firms, including the Badische Anilin & Soda Fabrik, combined to form the Interessengemeinschaft (Combine of Interests, or Trust) of the German Dyestuffs Industry in 1904 and agreed to pool technological and financial resources and markets. The two remaining chemical firms of note entered the combine in 1916. In 1925 the Badische Anilin & Soda Fabrik, largest of the firms and already the majority shareholder in two of the other seven companies, led in reorganizing the industry to meet the changed circumstances of competition in the post-World War markets by changing its name to the I. G. Farbenindustrie Aktiengesellschaft, moving its home office from Ludwigshafen to Frankfurt, and merging with the remaining five firms.

Farben maintained its influence over both the domestic and foreign markets for chemical products. In the first instance the German explosives industry, dependent on Farben for synthetically produced nitrates, soon became subsidiaries of Farben. Of particular interest to the prosecution in this case were the various agreements Farben made with American companies for the exchange of information and patents and the licensing of chemical discoveries for foreign production. Among the trading companies organized to facilitate these agreements was the General Anilin and Film Corp., which specialized in photographic processes. The prosecution charged that Farben used these connections to retard the "Arsenal of Democracy" by passing on information received to the German Government and providing nothing in return, contrary to the spirit and letter of the agreements.

Farben was governed by an Aufsichtsrat (Supervisory Board of Directors) and a Vorstand (Managing Board of Directors). The Aufsichtsrat, responsible for the general direction of the firm, was chaired by defendant Krauch from 1940. The Vorstand actually controlled the day-to-day business and operations of Farben. Defendant Schmitz became chairman of the Vorstand in 1935, and 18 of the other 22 original defendants were members of the Vorstand and its component committees.

Transcripts of the I. G. Farben Case include the indictment of the following 24 persons:

Otto Ambros: Member of the Vorstand of Farben; Chief of Chemical Warfare Committee of the Ministry of Armaments and War Production; production chief for Buna and poison gas; manager of Auschwitz, Schkopau, Ludwigshafen, Oppau, Gendorf, Dyhernfurth, and Falkenhagen plants; and Wehrwirtschaftsfuehrer.

Max Brueggemann: Member and Secretary of the Vorstand of Farben; member of the legal committee; Deputy Plant Leader of the Leverkusen Plant; Deputy Chief of the Sales Combine for Pharmaceuticals; and director of the legal, patent, and personnel departments of the Works Combine, Lower Rhine.

Ernst Buergin: Member of the Vorstand of Farben; Chief of Works Combine, Central Germany; Plant Leader at the Bitterfeld and Wolfen-Farben plants; and production chief for light metals, dyestuffs, organic intermediates, plastics, and nitrogen at these plants.

Heinrich Buetefisch: Member of the Vorstand of Farben; manager of Leuna plants; production chief for gasoline, methanol, and chlorine electrolysis production at Auschwitz and Moosbierbaum; Wehrwirtschaftsfuehrer; member of the Himmler Freundeskreis (circle of friends of Himmler); and SS Obersturmbannfuehrer (Lieutenant Colonel).

Walter Duerrfeld: Director and construction manager of the Auschwitz plant of Farben, director and construction manager of the Monowitz Concentration Camp, and Chief Engineer at the Leuna plant.

Fritz Gajewski: Member of the Central Committee of the Vorstand of Farben, Chief of Sparte III (Division III) in charge of production of photographic materials and artificial fibers, manager of "Agfa" plants, and Wehrwirtschaftsfuehrer.

Heinrich Gattineau: Chief of the Political-Economic Policy Department, "WIPO," of Farben's Berlin N.W. 7 office; member of Southeast Europe Committee; and director of A.G. Dynamit Nobel, Pressburg, Czechoslovakia.

Paul Haefliger: Member of the Vorstand of Farben; member of the Commercial Committee; and Chief, Metals Departments, Sales Combine for Chemicals.

Erich von der Heyde: Member of the Political-Economic Policy Department of Farben's Berlin N.W. 7 office, Deputy to the Chief of Intelligence Agents, SS Hauptsturmfuehrer, and member of the WI-RUE-AMT (Military-Economics and Armaments Office) of the Oberkommando der Wehrmacht (OKW) (High Command of the Armed Forces).

Heinrich Hoerlein: Member of the Central Committee of the Vorstand of Farben; chief of chemical research and development of vaccines, sera, pharmaceuticals, and poison gas; and manager of the Elberfeld Plant.

Max Ilgner: Member of the Vorstand of Farben; Chief of Farben's Berlin N.W. 7 office directing intelligence, espionage, and propaganda activities; member of the Commercial Committee; and Wehrwirtschaftsfuehrer.

Friedrich Jaehne: Member of the Vorstand of Farben; chief engineer in charge of construction and physical plant development; Chairman of the Engineering Committee; and Deputy Chief, Works Combine, Main Valley.

August von Knieriem: Member of the Central Committee of the Vorstand of Farben; Chief Counsel of Farben; and Chairman, Legal and Patent Committees.

Carl Krauch: Chairman of the Aufsichtsrat of Farben and Generalbevollmaechtigter fuer Sonderfragen der Chemischen Erzeugung (General Plenipotentiary for Special Questions of Chemical Production) on Goering's staff in the Office of the 4-Year Plan.

Hans Kuehne: Member of the Vorstand of Farben; Chief of the Works Combine, Lower Rhine; Plant Leader at Leverkusen, Elberfeld, Uerdingen, and Dormagen plants; production chief for inorganics, organic intermediates, dyestuffs, and pharmaceuticals at these plants; and Chief of the Inorganics Committee.

Hans Kugler: Member of the Commercial Committee of Farben; Chief of the Sales Department Dyestuffs for Hungary, Rumania, Yugoslavia, Greece, Bulgaria, Turkey, Czechoslovakia, and Austria; and Public Commissar for the Falkenau and Aussig plants in Czechoslovakia.

Carl Lautenschlaeger: Member of the Vorstand of Farben; Chief of Works Combine, Main Valley; Plant Leader at the Hoechst, Griesheim, Mainkur, Gersthofen, Offenbach, Eystrup, Marburg, and Neuhausen plants; and production chief for nitrogen, inorganics, organic intermediates, solvents and plastics, dyestuffs, and pharmaceuticals at these plants.

Wilhelm Mann: Member of the Vorstand of Farben, member of the Commercial Committee, Chief of the Sales Combine for Pharmaceuticals, and member of the SA.

Fritz ter Meer: Member of the Central Committee of the Vorstand of Farben; Chief of the Technical Committee of the Vorstand that planned and directed all of Farben's production; Chief of Sparte II in charge of production of Buna, poison gas, dyestuffs, chemicals, metals, and pharmaceuticals; and Wehrwirtschaftsfuehrer.

Heinrich Oster: Member of the Vorstand of Farben, member of the Commercial Committee, and manager of the Nitrogen Syndicate.

Hermann Schmitz: Chairman of the Vorstand of Farben, member of the Reichstag, and Director of the Bank of International Settlements.

Christian Schneider: Member of the Central Committee of the Vorstand of Farben; Chief of Sparte I in charge of production of nitrogen, gasoline, diesel and lubricating oils, methanol, and organic chemicals; Chief of Central Personnel Department, directing the treatment of labor at Farben plants; Wehrwirtschaftsfuehrer; Hauptabwehrbeauftragter (Chief of Intelligence Agents); Hauptbetriebsfuehrer (Chief of Plant Leaders); and supporting member of the Schutzstaffeln (SS) of the NSDAP.

Georg von Schnitzler: Member of the Central Committee of the Vorstand of Farben, Chief of the Commercial Committee of the Vorstand that planned and directed Farben's domestic and foreign sales and commercial activities, Wehrwirtschaftsfuehrer (Military Economy Leader), and Hauptsturmfaehrer (Captain) in the Sturmabteilungen (SA) of the Nazi Party (NSDAP).

Carl Wurster: Member of the Vorstand of Farben; Chief of the Works Combine, Upper Rhine; Plant Leader at Ludwigs-hafen and Oppau plants; production chief for inorganic chemicals; and Wehrwirtschaftsfuehrer.

The prosecution charged these 24 individual staff members of the firm with various crimes, including the planning of aggressive war through an alliance with the Nazi Party and synchronization of Farben's activities with the military planning of the German High Command by participation in the preparation of the 4-Year Plan, directing German economic mobilization for war, and aiding in equipping the Nazi military machines.¹ The defendants also were charged with carrying out espionage and intelligence activities in foreign countries and profiting from these activities. They participated in plunder and spoliation of Austria, Czechoslovakia, Poland, Norway, France, and the Soviet Union as part of a systematic economic exploitation of these countries. The prosecution also charged mass murder and the enslavement of many thousands of persons particularly in Farben plants at the Auschwitz and Monowitz concentration camps and the use of poison gas manufactured by the firm in the extermination

¹The trial of defendant Brueggemann was discontinued early during the proceedings because he was unable to stand trial on account of ill health.

of millions of men, women, and children. Medical experiments were conducted by Farben on enslaved persons without their consent to test the effects of deadly gases, vaccines, and related products. The defendants were charged, furthermore, with a common plan and conspiracy to commit crimes against the peace, war crimes, and crimes against humanity. Three defendants were accused of membership in a criminal organization, the SS. All of these charges were set forth in an indictment consisting of five counts.

The defense objected to the charges by claiming that regulations were so stringent and far reaching in Nazi Germany that private individuals had to cooperate or face punishment, including death. The defense claimed further that many of the individual documents produced by the prosecution were originally intended as "window dressing" or "howling with the wolves" in order to avoid such punishment.

The tribunal agreed with the defense in its judgment that none of the defendants were guilty of Count I, planning, preparation, initiation, and waging wars of aggression; or Count V, common plans and conspiracy to commit crimes against the peace and humanity and war crimes.

The tribunal also dismissed particulars of Count II concerning plunder and exploitation against Austria and Czechoslovakia. Eight defendants (Schmitz, von Schnitzler, ter Meer, Buergin, Haefliger, Ilgner, Oster, and Kugler) were found guilty on the remainder of Count II, while 15 were acquitted. On Count III (slavery and mass murder), Ambros, Buetefisch, Duerrfeld, Krauch, and ter Meer were judged guilty. Schneider, Buetefisch, and von der Heyde also were charged with Count IV, membership in a criminal organization, but were acquitted.

The tribunal acquitted Gajewski, Gattineau, von der Heyde, Hoerlein, von Knieriem, Kuehne, Lautenschlaeger, Mann, Schneider, and Wurster. The remaining 13 defendants were given prison terms as follows:

<u>Name</u>	<u>Length of Prison Term (years)</u>
Ambros	8
Buergin	2
Buetefisch	6
Duerrfeld	8
Haefliger	2
Ilgner	3
Jaehne	1 1/2
Krauch	6
Kugler	1 1/2
Oster	2
Schmitz	4
von Schnitzler	5
ter Meer	7

All defendants' were credited with time already spent in custody.

In addition to the indictments, judgments, and sentences, the transcripts also contain the arraignment and plea of each defendant (all pleaded not guilty) and opening statements of both defense and prosecution.

The English-language transcript volumes are arranged numerically, 1-43, and the pagination is continuous, 1-15834 (page 4710 is followed by pages 4710(1)-4710(285)). The German-language transcript volumes are numbered 1a-43a and paginated 1-16224 (14a and 15a are in one volume). The letters at the top of each page indicate morning, afternoon, or evening sessions. The letter "C" designates commission hearings (to save court time and to avoid assembling hundreds of witnesses at Nuernberg, in most of the cases one or more commissions took testimony and received documentary evidence for consideration by the tribunals). Two commission hearings are included in the transcripts: that for February 7, 1948, is on pages 6957-6979 of volume 20 in the English-language transcript, while that for May 7, 1948, is on pages 14775a-14776 of volume 40a in the German-language transcript. In addition, the prosecution made one motion of its own and, with the defense, six joint motions to correct the English-language transcripts. Lists of the types of errors, their location, and the prescribed corrections are in several volumes of the transcripts as follows:

- First Motion of the Prosecution, volume 1
- First Joint Motion, volume 3
- Second Joint Motion, volume 14
- Third Joint Motion, volume 24
- Fourth Joint Motion, volume 29
- Fifth Joint Motion, volume 34
- Sixth Joint Motion, volume 40

The prosecution offered 2,325 prosecution exhibits numbered 1-2270 and 2300-2354. Missing numbers were not assigned due to the difficulties of introducing exhibits before the commission and the tribunal simultaneously. Exhibits 1835-1838 were loaned to an agency of the Department of Justice for use in a separate matter, and apparently No. 1835 was never returned. Exhibits drew on a variety of sources, such as reports and directives as well as affidavits and interrogations of various individuals. Maps and photographs depicting events and places mentioned in the exhibits are among the prosecution resources, as are publications, correspondence, and many other types of records.

The first item in the arrangement of prosecution exhibits is usually a certificate giving the document number, a short description of the exhibits, and a statement on the location of the original document or copy of the exhibit. The certificate is followed by the actual prosecution exhibit (most are photostats,

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but a few are mimeographed articles with an occasional carbon of the original). The few original documents are often affidavits of witnesses or defendants, but also ledgers and correspondence, such as:

<u>Exhibit No.</u>	<u>Doc. No.</u>	<u>Exhibit No.</u>	<u>Doc. No.</u>
322	NI 5140	1558	NI 11411
918	NI 6647	1691	NI 12511
1294	NI 14434	1833	NI 12789
1422	NI 11086	1886	NI 14228
1480	NI 11092	2313	NI 13566
1811	NI 11144		

In rare cases an exhibit is followed by a translation; in others there is no certificate. Several of the exhibits are of poor legibility and a few pages are illegible.

Other than affidavits, the defense exhibits consist of newspaper clippings, reports, personnel records, Reichgesetzblatt excerpts, photographs, and other items. The 4,257 exhibits for the 23 defendants are arranged by name of defendant and thereunder by exhibit number. Individual exhibits are preceded by a certificate wherever available. Two sets of exhibits for all the defendants are included.

Translations in each of the prosecution document books are preceded by an index listing document numbers, biased descriptions, and page numbers of each translation. These indexes often indicate the order in which the prosecution exhibits were presented in court. Defense document books are similarly arranged. Each book is preceded by an index giving document number, description, and page number for every exhibit. Corresponding exhibit numbers generally are not provided. There are several unindexed supplements to numbered document books. Defense statements, briefs, pleas, and prosecution briefs are arranged alphabetically by defendant's surname. Pagination is consecutive, yet there are many pages where an "a" or "b" is added to the numeral.

At the beginning of roll 1 key documents are filmed from which Tribunal VI derived its jurisdiction: the Moscow Declaration, U.S. Executive Orders 9547 and 9679, the London Agreement, the Berlin Protocol, the IMT Charter, Control Council Law 10, U.S. Military Government Ordinances 7 and 11, and U.S. Forces, European Theater General Order 301. Following these documents of authorization is a list of the names and functions of members of the tribunal and counsels. These are followed by the transcript covers giving such information as name and number of case, volume numbers, language, page numbers, and inclusive dates. They are followed by the minute book, consisting of summaries of the daily proceedings, thus providing an additional finding aid for the transcripts. Exhibits are listed in an index that notes the

type, number, and name of exhibit; corresponding document book, number, and page; a short description of the exhibit; and the date when it was offered in court. The official court file is summarized by the progress docket, which is preceded by a list of witnesses.

Not filmed were records duplicated elsewhere in this microfilm publication, such as prosecution and defense document books in the German language that are largely duplications of the English-language document books.

The records of the I. G. Farben Case are closely related to other microfilmed records in Record Group 238, specifically prosecution exhibits submitted to the IMT, T988; NI (Nuernberg Industrialist) Series, T301; NM (Nuernberg Miscellaneous) Series, M-936; NOKW (Nuernberg Armed Forces High Command) Series, T1119; NG (Nuernberg Government) Series, T1139; NP (Nuernberg Propaganda) Series, M942; WA (undetermined) Series, M946; and records of the Brandt case, M887; the Milch Case, M888; the Altstoetter case, M889; the Pohl Case, M890; the Flick Case, M891; the List case, M893; the Greifelt case, M894; and the Ohlendorf case, M895. In addition, the record of the IMT at Nuernberg has been published in the 42-volume *Trial of the Major War Criminals Before the International Military Tribunal* (Nuernberg, 1947). Excerpts from the subsequent proceedings have been published in 15 volumes as *Trials of War Criminals Before the Nuernberg Military Tribunal Under Control Council Law No. 10* (Washington). The Audiovisual Archives Division of the National Archives and Records Service has custody of motion pictures and photographs of all 13 trials and sound recordings of the IMT proceedings.

Martin K. Williams arranged the records and, in collaboration with John Mendelsohn, wrote this introduction.

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NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Case 6
Defense

Military Tribunal No. VI

Case 6

DOCUMENT BOOK VI

for

Dr. Ernst BUERGIN

Submitted by
Attorney at Law
Dr. Werner Schubert
at present in Nurnberg

Stang



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Document Book VI Buergin

Exh.No.	Doc.No.	D o c u m e n t	Page
<u>Catering</u>			
48		Affidavit dated 26.1.1943 by Kurt Oehrke, buyer of provisions for the workers' camp in Bitterfeld, concerning the equality of treatment of the foreign workers with the German workers in regard to ration cards, introduction of community feeding, purchase of supplementary provisions and winter stores, special allowances of luxury food, the works' canteens and inspection of the food. 550 persons were employed in the care and feeding of the camp inmates. Reduction of rations as disciplinary measure is unknown.	1-5
57		Affidavit dated 5.2.43 by Hermann Schulte on the same subject. Schulte replaced Oehrke. In addition to the meals in the camp and the factory the foreign workers had additional ration cards for heavy or exceptionally heavy work. The menu was adapted to the tastes of the different nations. It was owing to Dr. Buergin that permission was given to make purchases of food in addition to the rations.	6-9
12		Affidavit dated 10. January, 1943 by Walter Wohlgemuth, describing how the factory kitchens were inspected and Dr. Buergin's kind attitude towards the foreign workers.	10-11
32		Menus of the food served in the Marie Camp from 22 to 26. June 1942.	12
33		Table showing quantities of food allocated to the kitchens of the Marie Camp in Bitterfeld from 7.2. to 5.3. 1944. This shows the varying quantities of food allocated to the foreign civilian workers, to non-Soviet prisoners of war and to Eastern workers and Soviet prisoners of war. Also there were varying scales of rations for people doing normally, Long-time heavy, heavy and exceptionally/work. <u>heavy</u>	13

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	34	Circular dated 14.6.1940 from I.G. Bitterfeld regarding public holidays for Italian workers and special cooking for Italians.	14-15
		<u>Recreation</u>	
	36	Programme for an entertainment, boxing match and a sports day for French workers on 30.4.1943 and 1. and 2.5.1943 in the Marie Camp. Men from another camp took part in the boxing match, and several outside teams took part in the sports contests.	16-19
	37	Programme for a sports day for foreign workers in the Marie Camp on 5. and 6.8.1944 with sports contests for all the nations taking part.	20-21
		<u>Worker Rene BALANDIER</u>	
	23	Record Card of the French worker Rene Balandier (Prosecution Exhibit 1396 Volume 70, page of English version 146 - page of German version 257) who was employed by I.G. Bitterfeld from 27.11.1942 to 11.1.1945 in the power station and in the Electrodes Plant. The card shows that in 1943 Balandier earned RM 1777.99 and in 1944 RM 2229.05 and that he was a contributor to the German Social Insurance.	22-23
	24	Savings card of Rene Balandier. This shows that during the period January 1943 to July 1944 Balandier saved and sent to France RM 1360.-- from his earnings.	24
	25	Leave Record for 1943 concerning Rene Balandier. This shows that for the home leave, which was not granted to him in 1943 because he was single, Balandier received an extra payment of RM 35.--.	25

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Statements by foreign workers

49		Affidavit dated 23.1.1948 by Giovanni Stross, employed as a worker and interpreter at Bitterfeld. Favorable opinion on Dr. Buergin. Describing the accommodation, central heating, baths, cooking according to national tastes, allocation of clothing by the I.G., daily visits of doctor, regular home leave, except in the last year of the war.	26-28
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50		Affidavit dated 22.1.1948 by Maria Callebaut. As a Belgian she was compulsorily recruited and sent to work at the I.G.Bitterfeld. She describes the comfortably equipped women's camp, the allocation of working clothes and clothing coupons by the I.G. Dr. Buergin made no distinction between foreigners and Germans.	29-30
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52		Affidavit dated 26.1.1948 by Romana Ferraris, health worker and nurse, describing the catering arrangements, medical treatment by the factory doctor, and hospital treatment and stating that the workers could move freely in the town.	31-33
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Concentration Camp Inmates

13		Affidavit dated 9.12.1947 by Dr. Hermann Leng describing how he refused an attempt by the SS, to allocate concentration camp inmates to the I.G. Works at Bitterfeld, and Dr. Buergin's approval of the stand taken by him. Concentration camp inmates were never employed at the I.G.Bitterfeld (reference to Prosecution Exhibit 1397, Document Book 70, page of English 145 - page of German 256).	34-35
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Hanging of Russians

14		Affidavit dated 9.12.1947 by Dr. Hermann Leng concerning the hanging of 5 Russians by the Gestapo in the presence of the Eastern	
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		workers at Bitterfeld without the consent and assistance of the I.G. These Russians were not employed by the I.G. Acknowledgment of the good treatment received by the foreign workers at Bitterfeld	36-38
	39	Letter of thanks dated 6 July, 1942 from the Italian Embassy in Berlin addressed to Dr. Lang, I.G. Bitterfeld for the care given to Italian workers.	39
	40	Communication dated 4.10.1943 from the Social Welfare Bureau (Dr. Perschmann) at Wolfen concerning the expression of thanks and appreciation by the Social Attaché at the Croatian Legation in Berlin for the exemplary way in which the Croatian workers were cared for at Bitterfeld	40
	3	Affidavit dated 7th November, 1947 by Dr. Kurt Krueger, concerning questions asked by the American occupation troops who were taking over concerning the foreign workers, and which were interpreted by the Affiant. Another interpreter, Herr Bollmann, reported to the Affiant later that the American officers had received a good impression of the way the foreign workers were treated.	41-43
	1	Affidavit dated 12.11.1947 by Walter Bollmann on the same subject. Bollmann, who had taken Krueger's place, conducted the American occupants through the labor camps at Bitterfeld, and reports that the officer making the inspection said that the foreigners were not treated there like slave workers.	44-47
		<u>Farbenfabrik Wolfen</u>	
	59	Affidavit dated 4.2.1948 by Dr. Walter Hagge concerning the employment of foreign workers in the Farbenfabrik Wolfen.	

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- Wolfen did not really want to take foreign workers, but under the pressure of circumstances it was unavoidable. Prisoners of war were not employed in the manufacture of war products. The foreigners were well treated and the French camp representative expresses his thanks. Concentration camp inmates were not employed. 48-50
- 62 Affidavit dated 7.2.1948 by Dr. Karl Wagner, concerning the employment of foreign workers in the Wolfen Farbenfabrik. The German Labor Front took upon itself to handle the personnel (Menschenfuhrung) in the camps. I.G. Farben did not have much to say in the matter. Building, fitting out and maintenance of the hutments, as well as purchases for the camps' needs were the concern of the I.G. The I.G. could not decide as to which nationalities were allocated to them. Wages and leave were fixed by government regulations. ~~No~~ guarantees of replacements for men going home on leave were ^{unknown} ~~guaranteed~~, neither were the workers forced to stay at their place of work or brought back under compulsion. No children or concentration camp inmates were employed. The workers were not ill-treated, nor were any cuts made in their rations. Dr. Buergin was a very humane and kind chief. 51-57

Stassfurt

- 10 Affidavit dated 27.11.1947 by Dr. Walter Schmid, concerning the treatment of foreign workers at I.G. Stassfurt. Same working conditions as for Germans. Clothing for the workers, leave, well equipped living quarters, extra allowance granted by the I.G. for food. Freedom of movement and recreation. Special regulations for Ukrainian workers. Dr. Buergin made a special point of insisting that foreign workers should be well cared for and justly treated. 58-62
- Order for making corrections filed in Bk. I after the index.

C O P Y

A F F I D A V I T

I, Kurt OPFMEKE, born 17 April 1907 in Denzig-Lauenhof, resident in Bitterfeld, Gertrudstr. 1, having been first warned that I render myself liable to punishment if I make a false affidavit, hereby declare on oath that my statement is in accordance with the truth and is made in order to be produced as evidence before the Military Court No. VI in the Palace of Justice, Nuremberg, Germany.

1) I was a member of the NSDAP from the autumn of 1940. I did not hold an office in the Party.

From 15 September 1938 I was employed in the I.G. Farbenindustrie in the Bitterfeld Works. In March 1943, I was called up for military service.

2) Up to March 1943, it was my task to do the catering for the kitchens and canteens of the Bitterfeld workers' camps and the purchasing of the various miscellaneous requirements. I was entrusted with this duty by the then prokurator Joeress, head of the camp community association Marie. Up to the year 1941, all the inmates of the camp, German and foreign workers, received their ration cards from the municipality, exactly the same as the inhabitants of the town. The ration rates of the camp inhabitants were the same as those of the German population. Against payment of a certain proportion of marks, the exact amount of which I no longer remember, the camp inmates

shared in the meals provided by the camp kitchen. The remaining provisions they were free to purchase in the camp canteens or in the town shops.

3) For a large part of the camp inmates (Slovakians, Croatians, Italians, French, Spanish etc.), it was possible to obtain food and luxury articles from their homelands. The consequence of this was that they sold the ration cards supplied to them at high prices, a practice which led to unpleasant incidents and conflicts with the police, the political authorities and the German Labor Front, both inside the camp and in the neighbouring territory around Bitterfeld. This bad state of affairs was improved by the introduction of community feeding. This was at first received with no enthusiasm but became, however, more and more popular, as, for one thing, the ration rates were higher than for the ordinary workers, inasmuch as every worker received the same as those for overtime work, and further they were spared the waste of time occasioned by the long way to the various shops. All provisions, in so far as they were not served in the form of breakfast, dinner and supper, were handed out to the workers prepared ready for eating or for cooking, and hygienically packed, for a total price of RM 7.-- a week. By order of the authorities, Poles and Eastern workers received other rations. The rations for the prisoners of war were regulated by the Wehrmacht,

4) I had instructions from the management of the camp community association Marie, and the letter again from the Directorate of the I.G., i.e. ultimately from Dr. Buergin, to expend all the necessary time and effort as well as costs, not only to

secure to the foreign workers the rations due to them on their cards, but also supplementary provisions and articles of use. I was thus able to purchase, inter alia, large quantities of the best sausage fat, condensed milk, pudding powder, soup powders, sauerkraut, pickled cucumbers and mixed pickles. Moreover, in 1942, I was able to lay in 12,000 cwt. of additional vegetables as winter stores from an estate belonging to the I.G. The special distributions of real coffee, alcoholic liquors, southern fruits and tobacco goods/ of course received by the foreign camp inmates, in which again, to the German population were also/ on instructions from the authorities, there were exceptions on account of Poles and Eastern workers. On Sundays and holidays, the camp management was at pains to provide a specially good dinner.

p.3 5) Every week, together with all the cooks and camp leaders, I arranged the menu and had it hung up in the camps. A hot dinner, a hot evening soup and cold provisions in the form of bread, butter, preserve, sausage, cheese and so on, were served in the camp daily. As all my documents were destroyed in an air attack on 16 January 1945, I am unable to produce any menu card. Camp inhabitants who carried out heavy and extra-heavy work received from the different works the supplementary cards due to them, which were at their free disposal. They could buy the provisions available on these supplementary cards either in the town shops or in the camp canteens. The camp inhabitants who were employed in the Aluminium Works Bitterfeld were fed exactly the same as the workers of the I.G.

in the camps.

6) The different camp kitchens each had a special cook for the Italians, French, Slovaks, Spaniards and Flemings, in order that the dishes could be prepared in accordance with the wishes of the different nationalities.

7) The different works of the I.G. and of the Aluminium Works supplied special hot food in their works' kitchens. Camp inhabitants who shared in these works' meals, to that extent retired from the camp meals. I am unable to give any closer details regarding the works' meals,

8) My immediate ^{superior} ~~predecessor~~ was originally the manager of the Camp Community Marie, Prokurist Jorss, on whose departure Wilhelm Faerber became camp administrator and later Herr Boehm.

At the close of my activity in Bitterfeld, there were, all in all, about 550 persons employed in all the camps for the feeding and other care of the approximately 12,000 camp inmates. The feeding was under the constant control of the district doctor of Bitterfeld, Medizinalrat Dr. Boehnke, the camp doctors, Dr. Wincke (who lost his life in the performance of his duties in the air attack of 16 January 1945) and Dr. Schuberdt, the manager of the Association, Jorss, and very often, too, the directors, Dr. Buergin and Dr. Gajewski, particularly often, however, the representative of the German Labor Front.

9) It was by no means the most industrious and respectable of the different nationalities who came to Bitterfeld as workers.

A considerable part of the Italians, French

and Spierds was work-shy and loafed, and maintained itself principally by theft from their own camp comrades, by black market and by gambling.

10) Nothing is known to me about any deduction of food rations on disciplinary grounds.

Bitterfeld, 26 January 1948

signed: KURT OEHMKE

Number 188 of the Archives Roll for 1948

The above signature of KURT OEHMKE, business employee, of Bitterfeld, Gertrudstrasse 1, is hereby certified.

Bitterfeld, 26 January 1948

Signed : DR. ALBERT BOHLEN

Seal

Notary.

Bill of Costs

Value: RM 3,000.—	
Pee Par.39 RXO	4.--RM
Turnover tax	-.12RM
	<u>4.12 RM.</u>

Signed : Dr. BOHLEN
Notary.

It is hereby certified that this is a true and correct copy of the above document.

Nuremberg, 4 February 1948

Signed : Dr. Werner SCHUBERT
Defense Counsel of the Defendant
BUERGIN

C o p y .

A F F I D A V I T .

I, Hermann SCHULTE, born at Sent, parish of Loessel, on 13 March 1903, of Nachrodt/Westphalia having been duly advised that I shall be liable to punishment for making a false affidavit, herewith declare on oath that my statement is true. It was made to be submitted in evidence to the Military Tribunal No. VI -case 6- at the Palace of Justice in Nuremberg, Germany.

1) On 1 May 1943 I was engaged by I.G. Farbenindustrie Bitterfeld for the department which was responsible for making the purchases for the workers' camps in order to assist GEMME, the buyer. When a few months afterwards Herr Gehrke was called up I replaced him and was put in charge of all purchases of provisions and canteen goods. I remained in charge until the end of the war and continued to do so later under the supervision of an American officer until the camp was dissolved.

2) 5 workers' camps belonged to the Bitterfeld camp community. During my time the number of persons quartered there amounted to about 10,000 men. The inmates of the camps belonged to various nations, Germans were also billeted in the camp. Each camp had its own kitchen and a large common room. There the inmates could spend their leisure hours, take their meals, read, write etc. Weekly shows were also given there (cinema or variete). Within these rooms there were several canteens where it was possible to obtain drinks, tobacco and cigarettes and about 50 different articles for

daily use.

3) When I was working there all inmates of the camp received full rations. They received a warm meal, furthermore warm soup and coffee. Apart from that they got in the plants the extra rations provided by the factory. In the camp they could take their meals at any hour of the day. There was also cold food consisting of bread, sausage, butter, cheese, and jam. The bread-spread was distributed over the whole week in such a way that every worker had something to put on his bread each day. The camp rations were equal to those of a heavy worker. Apart from that, the workers received according to the kind of work they were doing special additional ration-cards for workers working long hours or doing heavy or exceptionally heavy work, which they did not have to use for their camp food. They could buy the rations on these cards in the canteens or in any shop in the city.

4) German and foreign cooks were in charge of the camp kitchens. We insisted on good cooking. Bad cooks were immediately discharged. We tried to adapt the cooking to the taste of the different nations. When allocating rations for instance we arranged that the Indian prisoners of war received rice instead of meat. On feast days the quality of the meals was better. At Christmas we issued cakes, coffee, sweets, and brandy. Apart from the kitchens, we had at our disposal large cold storage rooms, store rooms, a special vegetable drying plant, and large vats for pickling cabbage. As a safety measure I.G. kept such a large stock of food, in order to safeguard

page 3.
a 6 weeks' food supply for the camp inmates in case of transportation difficulties and other interruptions of the regular food supplies. I was mainly concerned with buying. The rationed goods were bought from wholesale dealers in the vicinity. Apart from that, many non-rationed goods such as so-called "scarce" goods of all types were bought. I also procured food for instance about 20 carloads of white cabbage, carloads of dried peas etc. on the black market irrespective of high prices. The management supported these dealings. Herr BOHM, the employee responsible for foreigners' camps, who had been appointed by Dr. BURGIN, instructed me time and again to buy anything I could get, the price was of no account. BURGIN himself told me that, too.

On the whole I can testify that I myself and the other persons responsible did everything in our power to make life in the camp easy for the foreigners with respect to food. I was assisted in my efforts by the management or received direct instructions in this direction and it never made difficulties when I wanted money at any other time. I never heard that the camp inmates were not satisfied with their food.

I should like to add that I have never been a member of the NSDAP.

Hochrodt, 5 February 1948.

signed: HERMANN SCHULTE

I herewith certify the authenticity of the above signature of
Hermann SCHUBERT, merchant at Nachrodt, Kreis Altona, Hagener-
strasse 100.

No. 24 of the Register of 1948.

Iserlohn, 5 February 1948

signed: Signature

Notary

Statement of charges:

Value: ... RM 3000.--

Fee according to Par. 39 RKO RM 4.--

Turnover tax " .12

RM 4.12

signed: Signature

Notary

This is to certify that the above is a true and correct
copy of the original.

Munsterberg, 11 February 1948.

signed: Dr. Werner SCHUBERT

Defense Counsel for the Defendant BUECHER

Copy

Affidavit

I, Walter WOHLGEMUTH, born on 15 July 1897 at Culm on the Vistula, of Niemegk, Ritterfelderstrasse 62, having been duly advised that I shall render myself liable to punishment for making a false affidavit, herewith declare on oath that my statement is true. It was made to be submitted in evidence to Military Tribunal No. VI at the Palace of Justice in Nuremberg, Germany.

From 1939 on I was in charge of the factory kitchen of the former Bitterfeld I.G. Plant. It was my business to ensure that the purchased food was used properly. Considering the conditions the food was always good. The foreign camp inmates were on full rations, they obtained the rations for heavy workers irrespective of the work they were doing. In that respect they were better off than the German workers. The food was served at the place of ^{work} about halfway through the shift. In some cases, the place of work was several kilometres away from the camp. That meant that the factory kitchens could issue lunches for camp meal tickets.

In appreciation of good work many foreigners received rewards in kind (jewelry and objects of daily use).

With respect to Dr. Buergin I can state with an easy conscience that his attitude to foreigners as I knew it was ^{very kind} ~~uniformly friendly~~.

Niemegk, 10 January 1948

signed: Walter Wohlgemuth

Register Number 21 of 1948

I herewith certify that the above signature is that of

Walter WOHLEBARTH, commercial employee of Niemogk, Kreis Bitterfeld,
who established his identity by presenting his identity-card.

Bitterfeld, 10 January 1948

(Seal) signed Beck, Notary

Statement of charges:

Value: RM 3000.--	
Fee in accordance with Article 39 KO	RM 4.--
Turnover tax	" -.12
	<u>RM 4.12</u>

signed: Beck, Notary.

This is to certify that the above is a true and accurate copy
of the original.

Nuremberg, 19 January 1948

signed: Dr. Werner Schubert
Defense Counsel for the defendant BUEGIN

Copy

Rubber Stamp L 9
Bitterfeld 182
22 June 1942 -7

MENUS

illegible
initials
A 76

of the Marie Camp Community e.V.
22 June to 28 June 1942

Monday: Noodles (composite meal)
Tuesday: Stewed mutton with vegetables and potatoes
Vanilla-pudding with fruit juice
Wednesday: French beans with potatoes (composite meal)
Thursday: Rissoles à la Koenigsberg with horse-radish
and potatoes
Fruit salad
Friday: Sauerkraut with gravy and potatoes
Saturday: Vegetable stew with potatoes
Dessert
Sunday: Braised meat with potatoes and lettuce.

illegible signature

Marie Camp Community e.V.

The Senior Camp Leader

Subject to alteration.

signed: signature illegible

This is to certify that the above is a true and correct copy
of the original.

Nuremberg, 24 January 1948.

signed: Dr. Werner Schubert
Defense Counsel for the defendant BUERGIN

Administration of the Marie Camp Community
Marie Camp via Bitterfeld

Copy

Ration Scales for Camp Kitchens
for the 59th Ration Period
from 7 Febr. 1944 until 5 March 1944.

	a) Camp Food g	b) Prisoners of War other than Russians				c) Eastern Workers and Soviet Prisoners of War			
		Normal workers	Persons working long hours & night shifts	Heavy workers	Exceptionally heavy workers	Normal workers	Persons working long hours & night shifts	Heavy workers	Exceptionally heavy workers
Meat	1850	1,000	1,520	1,920	2,320	800	1,200	1,600	2,000
Margarine	260	875	930	1,130	1,130	520	600	800	1,040
Butter	375	-	-	-	-	-	-	-	-
Cooking oil	50	-	-	-	-	-	-	-	-
Natural pig fat	125	-	-	-	-	-	-	-	-
Rye-bread	10390	9,700	11,600	13,400	16,100	11,000	11,600	15,000	17,600
Wheat-bread	3000	-	-	-	-	-	-	-	-
Wheat flour	120	-	-	-	-	-	-	-	-
Cereals etc.	1260	-	-	-	-	-	-	-	-
Ground rye	840	-	-	-	-	-	-	-	-
Jam	700	700	700	700	700	-	-	-	-
Sugar	900	700	700	700	700	440	440	440	440
"Frantz" Coffee	250	250	250	250	250	Tea 56	Tea 56	Tea 56	Tea 100
Soup products	320	-	-	-	-	-	-	-	-
Potatoes	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000
Cheese	125	125	125	125	125	-	-	-	-
Curds	125	125	125	125	125	-	-	-	-
Skimmed milk	1,75 litres	-	-	-	-	-	-	-	-

signature illegible

This is to certify that the above is a true and correct copy of the original.
Nuremberg, 27 January 1948
Signed: Dr. Werner Schubert
Defense Counsel for the defendant BUERGIN

Illegible signature
A 73 189

C O D Y .

Circular No. 288

1/1

A 25

R. 1

254

To the Technical Managers

Subject : 1) Holidays for Italian staff members.

According to the working contract for Italian industrial workers based on the Italo-German agreement of 17 March 1939 the following holidays are recognized apart from Sundays and legal holidays :

Epiphany	(6 January)
Corpus Christi	(May or June)
Assumption	(15 August)
All Souls	(1 November)
Anniversary of Foundation of Rome	(21 April)
March on Rome	(28 October)

If work is done on these holidays, the worker will receive Sunday pay. On both days St. Peter (29 June) and Conception (8 December) the Italian workers will not be obliged to work.

For this holiday work there will be a bonus of 50%, according to the same agreement. Otherwise the schedule applies.

Wherever Italian workers express the wish to take these ~~two~~ extra holidays, they are to be allowed to do so, as of 15 August 1940. Those who work are to be paid the

Sunday bonus of 50%.

2) Factory meals.

For your further information, special cooking arrangements will be made for the Italian workers in Camp Marie. In order that as far as is practicable all the Italians may take advantage of this meal, I would request you to see to it that they are arranged in alternate shifts, since those working on the day shift do not have a chance to go to Camp Marie in the midday break. Wherever arrangement in alternate shifts is quite out of the question, I would ask you to inform the Welfare Section immediately by telephone (Tel. No. 2146). A second copy of this circular is enclosed for the person in charge of wage lists.

Bitterfeld, 14 August 1940

Tsch./Po.

illegible signature

Der Fuehrer des Betriebes (Plant Leader

signed : Buergin

Certified to be a true and literal
copy of the above document.

Nuernberg, 27 January 1948.

Signed : Dr. Werner Schubert
Defense Counsel of Defondant Buergin.

C o p y .

1/1
A.5 b

67
Stamp
North Factory
Received 30 April 1943

Illegible signature
2651

Factory Recreational Arrangements
of the National Socialist Association "Kraft durch Freude"
in conjunction with the "Amical" of
the Community Clubs of the
I.G. Farbenindustrie Aktiengesellschaft Bitterfeld/Wolfen

On Friday, 30 April 1943, at 7:30 hours in the Communal room
of the Camp "Marie".

Music, Songs Theatre Comic Turns

P r o g r a m m e

1. Pionnier	Variety singer
2. Lucienne	Character singer
3. Comic sketches	Mallot & Pionnier
4. Eddy	Tino Rossiste singer
5. Vitrat	Realist singer
6. Hans	Variety singer
7. Roble	Tenor
8. Simone	Charming singer
9. Tatur	Comic
10. Pilcheunette	Variety singer
11. Poul sevil	Melody
12. Tatur & Mimil	Clowns

Admission : RM-.30

No smoking

Stamp
Northern Factory
Receipt : 30 April 1943

illegible signature

Factory Recreational Arrangement
of the National Socialist Association "Kraft durch Freude"
in conjunction with the "Amical"
of the Community Camps of the I.B. Farbenindustrie Aktien-
gesellschaft Bitterfeld/Wolfen

And Saturday, 1 May 1943, 7:30 hours in the
Communal room of Camp "Marie".

Big Boxing Match

Program

1. Cechu	65 kg	Camp Marie	./.Condamine	64 kg, Camp Zschernowitz
2. Dendé	67 kg	" "	./.Fourreau	72 kg "
3. Tarantini	60 kg	" "	./.Peytit	61 kg "
4. Granger	61 kg	" "	./.Frosiny	65 kg "
5. Perisy	56 kg	" "	./.Olivero	55 kg "
6. Tanguy	64 kg	" "	./.Hersaint	55 kg "
7. Ondreoli	54 kg	" "	./.Gallicy	57 kg "
8. Mardin	63 kg	" "	./.Bewurrouse	57 kg "

Music . - Amical Camp Marie

Admission : PM -.30

no smoking.

Envelopa
(Stamp)

Jean MORIN

Délégué des ouvriers Français

CAMP MARIE
BITTERSFIELD

Director Dr. LANG

-- Plant Ward --

1/1

Stamp
NORD PLANT
RECEIVED, 30 April 1943

69
initials illegible

Organised plant entertainment by the NS Association "Strength through Joy" in connexion with the "Amical" of the community camps of the IG Farbenindustrie Aktiengesellschaft Bitterfeld/Wolfen.

Sunday 2 May 1943 6930 hrs. "Plant Nord" Stadium

Zahnowitz Comrades
Camp Marie "

Halle Comrades
Camp Hermine "

Film Camp Comrades

Program.

Afternoon

0930 hrs	100 metres	1400 hrs	Football match. Kick off.
0945 hrs	400 "	1445 hrs	half time
1015 hrs	1500 "		400 meters finals
1045 hrs	basket ball	1530 hrs	second half time football
1130 hrs	100 meters finals	1545 hrs	sack race (comic stunt)
		1600 hrs	arrival of walking team
		1615 hrs	300 meters start.

Bingo

This is to certify that the above is a true and accurate copy of the original.

Muernberg, 27 January 1948.

signed Dr. Warner SCRUBERT
Defense Counsel for the defendant BUERGIN.

A 8

Copy initials illegible

74

stamp:

Employee Department Bitterfeld
received 1 August 1944 Vc
Herr TOLLE

Sports Day in Maria Camp 5 and 6 August 1944.

Program

Schedule. Competitions on 5 August 1944 1500 hrs to 1900 hrs.

A f t e r n o o n

1500 hrs Parade of competitors on East Street, Camp Mario.
(including referees and sports officers of various
nationalities. March to playing field.
1530 hrs Preliminary events: putting the weight, long jump,
1000 meters, tug of war, football (all teams French,
till Czechs, and Croats of Camp Mario.
1900 hrs

S u n d a y : 6 August 1944

M o r n i n g

0900 hrs Parade of competitors by nationalities. March to
playing field.
0930 hrs Start of events, putting the weight, medicine ball
games, long jump.
0940 hrs 1000 meters (teams () competitors
100 meters (" () "
1000 hrs football (finals) tug of war.

A f t e r n o o n

1430 hrs parade of competitors on playing field
1500 hrs opening address (Capt. MENDEL Chief Camp Leader)
1510 hrs games and displays, medicine ball, folk dancing,
music groups, acrobatic displays.
1530 hrs boxing (exhibition matches, French team).

1600 hrs boxing (France vs Serbia 6 rounds)

Name.....Name.....

1640 hrs football (finals)

1800 hrs announcement of winners.

Camp Marie, 15 August 1944

Chief camp leader

This is to certify that the above is a true and accurate copy of the original.

Muernberg, 27 Januar 1948.

signed Dr. Werner SCHUBERT

Defense counsel for the defendant

BUERGIN.

A

	Last name	First name	Profession
456	Belandier 6	Rene	--
68	10 Frz		
	25-8-20		

Works:	Born	Place of birth
Power Station Bl.		

Transferred:	Record No.	Factory	Paris
	713	Electrodes	
1.7.44		Family status	No. of children
		(If married, give maiden name of wife)	
		single	--

Date of admission	Date of departure	Address outside Germany (if single give parents' residence)	Paris XIX	Address
27.11.42	14.4.45	Local residence		Rue Manin (S.I.)

Reason for leaving	Reported out to
Return to native country	on.....

Former activity	Employed as
France	Workman

Medically examined

Religion:
catholic
Nationality:
French

War injuries:

I herewith confirm that I have received and read the Works Regulations of the I.G. Farbenindustrie Aktiengesellschaft Bitterfeld and declare myself to be in agreement with the rules laid down therein.

Documents handed in on admission:

Employment Book	Insurance card and Record book	Tax Card	Membership Book of German Labor Front (DAF)	Signature
-----------------	--------------------------------	----------	---	-----------

No.	No. Insurance Office
-----	----------------------

I was today released from my duties as factory worker with I.G. Farb industrie Aktiengesellschaft Bitterfeld.

I received on leaving the following papers together with my wages, and have therefore no further claims on the firm.

- Membership book of German Labor Front
- 1 Employment book No. A 221/3817
- 1 Insured card S-Anh. No. 1 and--Record-Book
- 1 Tax card of the community of Sandersdorf, No. 2218

RM wages

Insurance Card No. 1 Sachsen-anhalt
Made out on 27-11-42. Made up on 10-7-45
Year Number of stamps contributed according to class

	II	III	IV	V	VI	VII	VIII	IX	Signature
1942	=	173.06						1944 =	2229,05
1943	=	1777.99						1945 =	690.62

Last stamp cancelled on
Follow-up card not made out

Bitterfeld,

Above photostat herewith certified to agree with the original
Nürnberg, 2 February 1948

Signed: Dr. Werner Schubert
Defense Counsel of
Defendant Buerger

I. G. Bitterfeld
Wages Office

WAGE SAVINGS - FRANCE

Account No. 918343

Plant: 456
68
Lower Plant
Balandier
10 French
Furnaceman
Page No. 17

Wage Savings to be transferred
to Receiver: H. & Mrs. Frenand
Balandier, Paris 19, Seine
22 Rue Manin
No. 2 Mlle. Nella Reggiani
Choisy le Roi Seine
7, Rue Alphonse Brault

Rent Sandersdorf
Camp Iaric
25 Aug. 20 L
30 Nov. 42

Travel Pass No. 1475069 B
329073

Weekly deduction:

Transferred		Balance		Deduction		Deduction		Deduction		Remarks
Date	RH Rpf.	RM Rpf.	RM Rpf.	RM Rpf.	RM Rpf.	RM Rpf.	RM Rpf.	RM Rpf.	RM Rpf.	
26 Jan 43	10.--			3	10.--	27 Jan 44	100.--			
10 Feb 43	10.--			26 Jun 43	10.--	9 Feb 44	100.--			
10 March 43	20.--			5	10.--	30 March 44	500.--			
8 Apr. 43	20.--			10 Febr.	10.--	4 Apr 44	500.--			
1 Jun 43	50.--			7	10.--	25 Jul 44	200.--			
14 Aug 43	200.--			9	10.--	31 Jul 44	250.--			
24 Aug 43	200.--			10 March 43	20.--					
				43						
9 Feb 44	100.--			10	10.--					
4 Apr 44	500.--			13	10.--					
31 Jul 44	220.--			8 Apr 43	20.--					
				43						
				27 May 43	50.--					
				1 Jun 43	50.--					
				29 Jul 43	200.--					
				14 Aug 43	200.--					
				13	200.--					
				24 Aug 43	200.--					

The agreement of the above photostat with the original is hereby certified.

Munich, 2 February 1948.

300 16

signed: Dr. Werner SCHUBERT
Defense Counsel of the Defendant
BUERGIN

I. B. Bitterfeld
Wages Office
Entry in books Initial
Wage week No. 13

Leave Record 1943

Accounts Dept.
Disbursements:
Account 913,304
Entry in books

On leave from.....until.....1943 inclusive
Power station Masch.
456 Balandier 6
68 10 Frz
25.8.20
Rene 30.11.42
Sandersdorf
Lager Marie

Receives:
Wages Wage Week..... for.....hours = RM
Excess wages, bonuses etc = RM
(only to be filled in if person going on leave
desires his pay)

Factory
Record No. Name
First name Date of
Domicile birth
Entry

Leave schedule for 6(?) = 43 hours, per day
RM 7.20 = RM 43.20
(Note overleaf)
from 30.5.43 RM

Certified correct

Bitterfeld, 16.3.44 . Kramer. . . .
Works manager

Leave deduction (to be filled in by Wages Office)

RM 35.- RM
in words thirty-five

Wage week
= RM

Receipt certified
Bitterfeld, 17.3.44

Balandier
Signature of recipient

Leave Records must be handed in at the Wages Office by 9 a.m.

Above photostat herewith certified to agree with the
original.

Nürnberg, 2 February 1948

Signed: Dr. Werner Schubert
Defense Counsel of Defendant
BUERGIN

Copy.

I, the undersigned, STRESS GIOVANNI DI GIACOMO son of CRAST TERESA, born at BOREANA on 1 January 1899, having been employed during the period from 28/8/1940 to 20/4/1945 as a workman and interpreter for the I.G. at Bitterfeld, declare the following at the request of Dr. Werner Schubert, Defense Counsel for Dr. Buegin. Dr. Buegin was working at the firm of I.G. in Bitterfeld in the capacity of Director, and as far as I personally am concerned I can say that the above mentioned always treated me with kindness and understanding, and I may add that I have never heard any other persons say that they had been badly treated by the said gentleman, or express a bad opinion about him.

As regards the Camp, I can say the following:

1) The camps consisted of wooden huts with 4 or 5 rooms to each hut. They were centrally heated, had running water and there were facilities for washing clothes. Each room accommodated from 14-18 persons on tiered wooden beds with palliasses and blankets, and at one time there were even sheets. The shower baths were in the centre of the camp and were in daily use. There were baths too in the factory. Air raid shelters had also been built and the workers were obliged to go to them in case of an air-raid warning.

There were canteens with kitchens and the workers from the various countries were able to prepare their food according to their own customs.

There were facilities in the camp for cooking one's own food.

- 2) The firm provided working clothes for all workers who needed them, as far as stocks went. When the foreigners had to go without, the Germans had to go without also.
- 3) As regards pay, the contracts of employment were observed, and pay was increased according to the capacity or the reports of the individual worker. Overtime and holiday work was compensated by an increase.

Any work done on national holidays or religious holidays (Christmas, Easter etc.) was paid for at double rates.

The foreign women workers received much help from the German women.

- 4) A doctor came to the factory every day to visit the workers who were sick. Those who were certified sick were, according to the seriousness of the illness, either treated in the camp dispensary or in the hospital.
- 5) In the first years of the war leave to visit relatives was granted regularly and in turns. If there were valid reasons leave was extended. No leave was granted during the last year.
- 6) After a worker had put in the prescribed number of hours he was free to go where he wished.
- 7) From time to time, in order to provide amusement for the workers, performances were organized and films were shown.

The workers were provided with musical instruments, and there was football and other games.

- 8) The camp had its postal service, and there was a camp shop a barber's shop and a shoe repair shop. Those workers who had worked a certain length of time were given coupons which entitled them to buy shoes and clothing.

This is all that I can truly affirm.

Campodolcino, 23 January 1948

(sgd) STRESS GIOVANNI

The signature of Sig. STRESS GIOVANNI DI GIACOMO is hereby authenticated.

Campodolcino, 24 January 1948

The Prefect

(sgd) Signature (Stamp)

It is hereby certified that this is a true copy of the above document.

Nuremberg, 5 February 1948

Signed: Dr. Werner Schubert
Defense Counsel for the defendant Buergin

Copy

I, CALLIBAUT Marie, born on 27 July 1910 at Erembodegem, Belgium, domiciled Sparrzenkeittstreet 25, Aalst, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal, Case No. 696 A at the Palace of Justice at Nurnberg, Germany.

As a former Belgian compulsory (verpflichtet) worker I can state as regards Dr. Buergin, manager of I.G. Farben, Bitterfeld:

1) The setting up of a women's camp by Dr. Buergin:

All huts were new, with every convenience, such as central heating, ^{very good bathing facilities} ~~bathrooms~~, wash rooms, water closets; everything was very modern and practical, every room had running cold and hot water, bedrooms were simple and nice, every week clean bedlinen.

With regard to the kitchen everything was very hygienic. However, owing to the long war years, the food deteriorated.

2) When it became known that a foreign female worker was pregnant, she received the same food ration cards as a German woman. When the baby was born, Dr. Buergin furnished everything that was necessary. The mother was well looked after during a six weeks rest.

3) Leave and journey home were regularly granted for a period of 10 days. During their time off the

workers could do as they liked.

Only those who neglected their work, stole, or had other bad practices, were punished.

Work clothes, shoes and civilian clothes were granted by Dr. BUERGIN. Ration cards were also given to everybody.

I could say a lot more about Dr. BUERGIN's good deeds. In short, he was a gentleman who did not differentiate between foreigners and Germans, he had a friendly word for everybody.

Alost, 22 January 1948
signed: CALLEBAUT MARIA

I herewith certify that the above is a true and correct signature.

AALST, 24 January 1948

(Seal)

The Burgomaster
signed: Signature

I herewith certify that this is a true and correct copy of the above document.

Nuernberg, 5 February 1948

signed: Dr. Werner Schubert
Defense Counsel of the defendant BUERGIN

Copy

To: The Office of the Military Government,
Secretariat for Military Tribunals (U.S.)
Nuremberg, Germany

I, Ferraris ROMANA, born on 3. January 1915, at Alessandria, Italy, domiciled in Alessandria, Via Volturmo 7, Italy, have been warned that I shall be liable to punishment if I make a false statement. I hereby declare under oath that my statements are true and are made in order to be submitted as evidence to Military Tribunal No. VI at the Palace of Justice, Nuremberg, Germany.

By profession I am an Assistant Health Visitor and a trained nurse attached to the Italian Red Cross.

P.2.

From June 1944 to April 1945 I was employed by the I.G. Farben-industrie at Bitterfeld. I can give little information on how the Camp was run because I lived with a family named HOEHNE, at Groppinerstr. 3, Bitterfeld.

From my health visits to the Camps I was able to see that there was heating during the winter, and that the rooms were fitted with a large number of wash basins, which the workers were able to use whenever they desired.

Also in some parts of the factory shower baths were installed, which the workers could use when they had finished work.

Every camp had a large recreation room for the workers,

and dormitories with accommodation for from 6 to 12, and more people.

The food provided in the Italian Camp was handed out by the Italian representative.

Clothing: The workers who had no suitable clothing were provided with a jacket, a pair of cloth trousers and a pair of wooden shoes.

P.3. As regards their pay, I am not in a position to give exact information.

Food: The foreigners took their meals either in the factory canteen or in the camp canteen.

Treatment during illness: Sick workers requiring surgical treatment were sent to hospitals in the town. The slightly ill cases were treated in the sick bay attached to the camp itself.

Slight accidents and minor ailments were given first aid treatment by the factory doctor. The dispensary was well equipped and radiology and various laboratory tests were carried out there. When the workers entered the camp they all had to undergo an X-Ray examination of the thorax, and the results were checked in the laboratory. If any worker was found to have an incurable disease such as tuberculosis, or if there were any women who were in the fourth ^{month} of pregnancy, and there were means of transport, they were repatriated.

P.4. I am not able to give exact information as regards leave, visits to relatives, or punishment, as I was there for only a short time. As regards permission to leave the camp, any worker was free to go out when he had finished his work. He

could go to the town and was allowed to frequent public places of entertainment.

Cultural facilities: In the foreign workers' camp there was a radio and sometimes there were theatrical performances given by the foreign workers themselves.

Signed: ROMANA FERRARIS,
Via Voltumo 7;
Alessandria, Italy.

Alessandria, 26.1.1948

Illegible formula certifying the signature of the person who certified the signature of ROMANA FERRARIS.

Alessandria, 26. January 1948

(sgd) Signature: Notary
(Round Stamp)
BADO CARDO LUIGI
son of GIUSEPPE
Notary in Alessandria.

It is hereby certified that this is a true and correct copy of the above document.

Nuremberg, 5. February 1948

(sgd) Dr. Werner SCHUBERT
Defense Counsel for the Defendant BUERGIN

Copy

Affidavit

I, Dr. phil. Hermann Leng, born 15 July 1892 at Wuertzburg, at present at the Internment and Labor Camp at Dachau, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice at Nuernberg, Germany.

I have been a member of the NSDAP since 1937, I have also belonged to the General-SS since about December 1933, as well as to the Nazi Welfare-Organization (NSV), the Reich Association of German Technical Science (NSBDT), the German National Athletic League (REFL), and the Reich League of German Families with many children (Rbf.Kinderreiche). All these I joined in about 1935/36.

I recollect that once during Dr. Buergin's absence in the summer of 1944 I was called up by an SS-Untersführer, who told me that he was making an official journey with a view to supplying industry with labor, and that he had found out from the Wolfen-Filmfabrik that we in Bitterfeld were in need of more workers. He was in a position to supply us with 500 or more female concentration camp inmates, and that it would not be worth while to supply a smaller number. I asked him for more detailed information and told him that there could be no question of our employing them, all we needed was a few women - I may have mentioned about 200 - we had no suitable accommodation and it was therefore not possible to take large groups. I did not feel inclined to be saddled with any more concentration camp inmates. The condition that the firm would have to make the same number of female staff available to the SS to be trained as supervisors seemed particularly intolerable to me.

(page 2 of original)

I was of the opinion that our female staff could not be expected to do that.

After his return Dr. Buergin wholly approved^{by}/refusal.

The I.G. Bitterfeld never at any time employed concentration camp inmates, not even for construction work.

Dachau, 9 December 1947

signed: Hermann Leng

I herewith certify that the above signature is that of Dr. Hermann Leng, at present at the Internment and Labor Camp at Dachau, and was made before the Camp Management.

Dachau, 9 December 1947

Internment and Labor Camp

The Camp Manager

(Seal)

By designation: signed: Kulpok
Manager

I herewith certify that this is a true and correct copy of the above document.

Muerenberg, 19 January 1948

signed: Dr. Werner Schubert

Defense Counsel of the defendant Buergin

Copy

Affidavit.

I, Dr. phil Hermann Leung, born on 15 July 1892 at Tuerzburg, domiciled at Friedberg (Hesse), Am Traubenrain 9, at present in the Internment and Labor Camp Dachau, have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice at Nuernberg, Germany.

I have been a member of the NSDAP since 1937, I have also belonged to the General-SS since about December 1933, as well as the Nazi Welfare Organization (NSV), the Reich Association of German Technical Science (NSBDT), the German National Athletic League (RBfL), and the Reich League of German Families with many children (Rbf.Kinderreiche), I joined these organizations in about 1935/36.

I was director of the I.G. Farbenindustrie A.G. Bitterfeld until May 1945. I recollect that in the autumn of 1944 I was called up one afternoon in my capacity as Dr. BUERGIN's deputy by the Halle Gestapo, and I was told the following:

It had been discovered that in several Eastern workers camps of the armament industry there were centers of unrest and acts of sabotage had been committed. The agitators had been arrested and had been legally sentenced to death. In order to convince the Eastern workers that such machinations would be severely punished, the condemned were to be executed in the presence of the inmates from a few large camps. The person on the telephone said he would be coming to Bitterfeld on the following day with six of the condemned, and the execution would be carried out by his official in the presence of the Eastern workers from our camp. All he wanted from us was that the I.G. would erect the gallows and arrange for the removal of the corpses. He thought that we ourselves would be very anxious to have order and discipline maintained.

I was extremely shocked at this demand and the fact that six persons were to be executed, and tried to get out of this by giving all kinds of reasons. In three telephone conversations - I could not think of all the reasons at once - I pointed out that no acts of sabotage had been committed at the I.G., that the Eastern workers were willing workers, and that it would only upset and frustrate our efforts to win the confidence of the Eastern workers if this execution took place. Above all I made it clear that the plant would not give any help, (setting up of the gallows, removal of the corpses). I also insisted that an execution was a matter to be dealt with by the State only and that the authority of justice and the State would suffer if private persons took a hand in these things. As the official could not help noticing my opposition he finished by asking me whether I perhaps doubted the legality of the sentence. When I denied that, but still maintained my negative attitude, he threatened "to report my very peculiar attitude". In my last telephone conversation I told him that as far as I knew there was only one law which obliged a German citizen to help the police, and that was when it was a matter of arresting a criminal or a similar emergency; and that this did not mean that assistance must be given in cases of executions. I asked him to correct me if I was mistaken. He told me that as he had already commissioned another firm the matter was closed.

The next day a strong body of police appeared; not six, but five condemned were hanged, one of them was a woman. I heard this through our security officer, Chief Engineer Aust, who had to attend the execution by order of the police together with the chiefs of the works security detachment (Werkschutz) who were subordinate to the police, and the chiefs of the fire-brigade, I of course ignored the invitation extended to me.

The I.G. neither erected the gallows nor did they remove the corpses. This was done, on orders from the police by the proper people, a firm of carpenters and an undertaker. Afterwards I learned that some unimportant employee had been too hasty in promising to furnish the police with some materials. The person concerned was severely reprimanded and informed that he had overstepped his powers .

The people who had been executed had nothing to do with our Eastern workers, we could not even determine whether any of them had ever been in our camp.

Thinking that my negative attitude might have had unpleasant consequences for me and the firm I informed Dr. Buergin about the happenings immediately after his return. Dr. Buergin wholly approved my attitude.

Dachau, 9 December 1947 signed : Hermann Lang

I herewith certify that this is the signature of Dr. Hermann Lang, at present at the Internment and Labor Camp at Dachau, and was made before the camp management.

Dachau, 9 December 1947

Internment and Labor Camp
The Camp Manager

Seal :

By designation: signed : Kulpok
Manager.

I herewith certify that this is a true and correct copy of the above document .

Nuernberg, 19 January 1948

signed : Dr. Werner Schubert
Defense Counsel of the defendant BUERGIN

Copy

illegible initials
163

ROYAL EMBASSY OF ITALIA

1048

~~2. /13/ASCIATA DI ITALIA~~

Berlin, 6 July 1942/XX

WERK NORD
Received: 9 July 1942

Dear Doctor Lang,

Having returned to Berlin I should like once more to express my thanks for what you are doing for the Italian workers and also for the kind reception which I was given in your plant.

With many thanks

signed: Signature

Dr. Lang

Werk Nord I.G. Farbenindustrie

Bitterfeld

I herewith certify that this is a true and correct copy of the above document.

Nuernberg, 27 January 1948

signed: Dr. Werner Schubert

Defense Counsel of the defendant BUERGIN

Copy

L 9

220

169

illegible initials

A 88

Stamp
BITTERFELD
Secretariat
received: 5 October 1943
replied:

I.G. WOLFEN
Dr. Perschmann's Office

Director Dr. BUERGIN

BITTERFELD

Our reference Kf/H.
Office Dr. Perschmann

Wolfen Kr.
Bitterfeld
4 October 1943

The Plenipotentiary General for Special Questions of Chemical
Production, Berlin, (Department Baesch) writes us as follows:

"The Social Attaché Bébié of the Croatian Legation in Berlin
has made a report to me on the employment of his fellow country-
men in your plant. At the same time he expressed his thanks, and his
appreciation of the exemplary way in which the staff is cared for.
I have great pleasure in conveying you his thanks."

This is for your information.

illegible initials

signed: Dr. Perschmann

This has been brought to the attention of Herr Mantel.

I herewith certify that this is a true and correct copy of the
above document.

Nuernberg, 27 January 1948

signed: Dr. Werner Schubert
Defense Counsel of the defendant BUERGIN

Copy

Affidavit

I, Dr. Kurt KRUEGER, born on 3 February 1894 at Quierschied (district Saarbruecken), domiciled at Schloss Ramholz (district Schlichtern), have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice at Nurnberg, Germany.

During the last days of April 1945 I was in Bitterfeld when it was being occupied by American troops. The last hours before its capture I spent in an air raid shelter with the Betriebsfuehrer of the Bitterfeld plant, Dr. Lang. When Dr. Lang was asked by a group of American officers and soldiers for some information on the plant I assisted as interpreter. One of the first questions which Dr. Lang was asked was how many employees there were in the plant. Dr. Lang replied: "Roughly 14,000" and then added, "Of these 7,000 are foreign workers" which I interpreted as "foreigners". The spokesman of the officers' group, a young Captain with fair hair and blue eyes, looked at me furiously and uttered the word: "Slaves". At that time the expression for the foreign workers employed in Germany was not yet known to me. I therefore reacted by making a remark which conveyed my astonishment: "Why slaves, we pay them", my features probably showing a questioning smile. At that moment I staggered and realized that this was the reaction to a very robust smack on my face which the Captain had given me.

I then stopped interpreting and left the group.

The following day or the day after Mr. Dollmann, a businessman of the Bitterfeld plant who speaks English well and who as interpreter had accompanied the above mentioned group of officers during the further inspection of the plant and the arrangements made for the foreign workers, told me that the good impression which these arrangements and the state of health of the foreign workers had made on the American officers had caused the above mentioned Captain to say that it seemed that he was wrong when he smacked the man's face. But he asked us to consider that he and his group had just come from the concentration camp at Nordhausen, and that he was still under the impression of the horrible things which he had to see there. He had expected to find similar conditions in Bitterfeld too. After having seen the conditions for foreign workers at Bitterfeld, however, he wanted to say that he was sorry to have acted so hastily.

I accepted this statement with satisfaction, as I could now very well understand the Captain's reaction to my remark; I even approved of it, as I told myself that in a similar situation I would have acted similarly.

Nurnberg, 7 November 1947

signed: Kurt Krueger

I herewith certify that this is the signature of Dr. Kurt Krueger, and was made before me, Dr. Werner Schubert, Defense Counsel before the Military Tribunal No. VI.

BERGHEIM-DOCUMENT No. 3
B.-Exhibit No.....

Nurnberg, 7 November 1947

signed: Dr. Lornor Schubert

I herewith certify that this is a true and correct copy of the
above document.

Nurnberg, 30 December 1947

signed: Dr. Lornor Schubert
Defense Counsel of the defendant
BERGHEIM

Copy.

Walter Bollmann
Bitterfeld,
Ernst-Borsbach-Str. 15

Bitterfeld, 12 November 1947

A f f i d a v i t .

I,

Walter Bollmann,
born 2 August 1901 in Berlin,
domiciled at Bitterfeld, Ernst-Borsbachstr.15,

have been warned that I shall be liable to punishment for making a false statement. I herewith declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice at Nurnberg/Germany.

I should like to add that I did not and do not belong to any party or party affiliation.

At the time when the occupying troops marched in, I was in Bitterfeld for a visit. In view of the fighting in the neighborhood, I and several other members of the plant had sought shelter in the air raid shelter "Caesar" of the Bitterfeld plant of the former I.G. Farbenindustrie A.G. After the first American jeep had arrived I was called outside. At the entrance of the shelter was a young American officer talking to two gentlemen of the I. G. Farbenindustrie, Director Dr. Krueger from Berlin, who was also in Bitterfeld for a visit and had gone to the air raid shelter and Dr. Lang, director of the plant. Two or three American soldiers stood on guard near the group. Just when I came the young American officer asked Dr. Krueger:

"Where are your slavery workers?", whereupon Dr. Krueger confusedly, but with an attempt to smile, asked: "Why slavery workers?". Immediately after this question Dr. Krueger was smacked in the face by the officer. I then intervened and offered the young officer to guide him through the camp of the "slave workers". After a brief question where I came from, who I was, and a short instruction to the soldiers to take me along to Headquarters, I drove with the young officer and the guard to the camp "Marie". The inspection of all the camp hutsments lasted about half an hour. During the inspection a young camp inmate, a Frenchman, approached the officer and myself and asked whether he would be permitted to marry a pregnant woman. The Frenchman was then interrogated by one of the accompanying American soldiers who spoke French well, after an offer on my part to interpret the French had been rejected. Asked about the general treatment in the camp the Frenchman said that he had no complaint to voice.- I did not hear the rest of the interrogation.

During the following inspection I pointed out to the young American officer a group of woman inmates acting as cooks who were preparing a meal with ample fat, and I told the young officer that it was a long time since I myself had eaten such a well prepared meal; I furthermore told the officer that to my knowledge the inmates of the camp received the same food and payment as the German workers in their corresponding fields of work. My question, whether he had the impression that the people in the camp were treated like slave workers and lived as such the young American officer answered with a clear "No". During and after the inspection

I was treated very kindly by the young American officer. For instance, he offered me a good cigar and made a regretful remark about the blow given to Dr. Krueger. After a short and friendly interrogation at the American Headquarters in Bitterfeld I was released.

On the same afternoon I negotiated with two more American officers of whom I asked and was granted in the most friendly and obliging manner protection for the German women and children in the air raid shelter from the armed foreigners from the camps.

During the fighting I spent approx. 8 days in the shelter "Caesar". During the course of these 8 days one of the camps was hit by artillery fire, whereupon several thousand foreign workers poured into the plant. The men were temporarily accommodated in a building under construction which had a roof, while for the female foreign workers and their children an air raid shelter was immediately evacuated by the Germans by order of the German directorate, and made available to the foreign women and children. The Germans were assigned to other shelters. As far as I remember, approx. 1100 female foreign workers were thus given protection from further artillery fire.

signed: Walter Bollmann

I herewith certify that the above is the signature of the Prokuriat Walter Bollmann of Bitterfeld and was made before me.

Bitterfeld, 13 November 1947

signed: Marwatt Justizinspektor

Seal:

Buergin-Document No. 1

B.-Exh.

official of the office in his capacity as official for documents
of the office.

I herewith certify that this is a true and correct copy of the
above document.

Nurnberg, 29 December 1947

signed: Dr. Werner Schubert

Defense Counsel of the defendant
BUERGIN

Copy - Affidavit Buergin-Document No. 59

I, Dr. phil. Walter HAGGE, born on 30 October 1898 in Berlin, residing at Leverkusen-Beyerwerk, von Boettingerstr. 5, have first been warned that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and was made in order to be presented as evidence to the Military Tribunal No. VI at the Palace of Justice in Nuremberg, Germany.

1) From 1922 I was employed as a chemist with the Wolfen Farbfabrik (Dyestuff Factory) of the I.G. Farbenindustrie, was given procurement in 1938 and was at the same time production manager, and, when necessary, acted as deputy for the manager of the Farbfabrik, Dr. Bernhard SCHOENER.

2) With regard to the employment of foreign workers at Wolfen-Farben, I can state the following :

The first foreign workers to come to Wolfen were racial German workers from Slovakia, namely in 1938. They were accommodated in the then newly established Camp Marie. Later on, as, owing to the inductions into the Wehrmacht, the number of German workers steadily decreased, there came Dutchmen, among them highly qualified specialists, Danes and Frenchmen, Spaniards and Roumanians. The works never requisitioned for foreign labor, but placed their requisitions for the number of new workers regarded as necessary with the Labor Office, via the so-called PERSCHWANN Office (formerly JOERSS) - the Social Welfare Department for the Bitterfeld and Wolfen Works - without knowing how many and what type of workers would be assigned to them. The allocation of foreign workers to the plant was undesirable for the most various reasons : difficulties of language, accustoming the different nationalities to working together among themselves and with German workers, special obligations as to accommodation, feeding, etc.

Especially disadvantageous was the employment of foreigners in production processes with 2 or 3 shifts. If in such production processes, for instance in the night shift, only a few workers were employed, the foreigners had to be given special training for this job and a supervisor had to be assigned. On the whole, therefore, the plant employed foreigners only with reluctance and under the pressure of circumstances.

3) As concerns prisoners of war, Russians and Indians were employed at Wolfen-Farben. For some years a few French Prisoners of War worked in the scientific laboratory for intermediate dyestuff products as auxiliary workers. The other prisoners of war were employed as yard workers and partly also in the works in the production of artificial stone. In the plant belonging to the Reich and leased by Montan to the I.G. for plant management, no prisoners of war were employed. It is out of the question that any prisoners of war had participated against the regulations in the production of gun powder and other war equipment or their preliminary products.

4) The foreigners present in Wolfen-Farben were, to my knowledge, treated in the most decent manner. I looked after that myself, and both, Dr. Buergin and Dr. Schoener insisted constantly on decent treatment and repeatedly emphasized this in their orders. Accordingly, the behavior of the foreign workers was in general good. We were frequently invited by the inmates of the Camp Hermine, which housed only workers of the Wolfen-Farben, especially French, and which was situated the nearest to the Dyestuff Factory, to sporting events and cultural representations by the foreigners. After the occupation of the factory by the American Army, a representative of the French workers took leave of Dr. Schoener and myself with handshakes and with express appreciation of the good treatment they had received. Dutchmen who, during the shelling of Wolfen by the American artillery, were accommodated in the air-raid shelters

and had assisted in air-raid service, protected the office machines which had been stored there against plundering by Poles after the occupation. This also was an expression of their appreciation of the good treatment accorded them.

5) No prisoners from concentration camps were ever employed by the Wolfen Farbenfabrik.

Leverkusen, 4 February 1948

signed : Walter Hagge

Signed before me this 4th day of February 1948 at Leverkusen by Dr. Walter Hagge known to me to be the person making the above affidavit.

Leverkusen, 4 February 1948

signed : Dr. Erna Kroen
Dr. Erna Kroen

Assistant Defense Counsel
Nuremberg Tribunal

The true and correct copy of the above document is hereby certified.

Nuremberg, 10 February 1948

signed : Dr. Werner Schubert
Defense Counsel for the Defendant
BURGIN

Copy

Affidavit

I, Dr. oeconomiae publicae Karl WEGNER, born on 23 June 1905 in Offenburg, residing in Bayreuth, having first been warned that I shall render myself liable to punishment if I make a false affidavit, declare on oath that my statement is true and was made in order to be produced in evidence before the Military Tribunal No. 6 - case 6 - in the Palace of Justice in Nuremberg, Germany.

I was a member of the NSDAP since 1 May 1937, without holding an office. I entered the "Stahlhelm" 1933, and left it in 1934 when it was merged with the SA Reserve.

1) From 1929 on, I was with I.G. Farbenindustrie as secretary of the Welfare Department (Sozialabteilung) in the dyestuffs factory in Wolfen under Professor Dr. Curschmann, who at that time handled welfare affairs of the Works Combines Central Germany and Berlin, and particularly of the dyestuffs factory in Wolfen.

When his successor, Joerse, took office, my position in the dyestuffs factory became more independent. I then became Chief of the Personnel Department of Wolfen-Farben under Dr. Schoener. I remained, however, subject to the general directives of the Welfare Department Wolfen (later called the "Office Perschmann").

2) I am able to state the following on the subject of foreign workers:

When war broke out, the dyestuffs factory Wolfen employed about 3200 Germans, who were accommodated in about 150 housing communities.

At that time the "Camp Marie" was already in existence. It housed particularly workers from the Rhineland and Saxony who were unable to find other accommodation; later on, in addition to the Germans, foreigners were accommodated in increasing numbers. The camp "Marie" was founded by Procurist Joerss, then Chief of the Welfare Department. At times, I worked under him as specialist on the hiring of camp personnel and on contracts which were concluded by the "Camp Community Marie". According to my recollection, the German Labor Front at first permitted the hiring of camp leaders by the "Camp Community Marie" after approval. Later on, however, it exercised an increasing influence and finally admitted only trained and screened camp leaders, whose salaries, however, were paid as before by the "Camp

Page 2 Community Marie", or by the I.G. My Welfare Department had little influence on conditions in the camp. The German Labor Front reserved for itself the right to handle personnel ("Menschenfuehrung") and exercised disciplinary jurisdiction over the camp personnel. It also introduced blue uniforms for the camp leaders which, however, were not worn by some of them. I often encountered difficulties when dealing with camp leaders, because my visits, particularly to camp "Hermine", and my listening to the requests expressed by the French who were billeted in the dyestuffs factory were resented as an inadmissible attempt to interfere with camp conditions.

3) The Welfare Department in Wolfen was in charge of the constructional planning of the camp, the furnishing of the huts and their maintenance, and of the purchases for the camps. It took into consideration the suggestions and instructions of the Works in Bitterfeld and Wolfen and collaborated in this respect with the Technical and Commercial Department.

4) If during the war the works required more workers for new production projects or for other reasons, it had to address its requisition on several forms to various agencies, first, however, to the Welfare Department (later Office Dr. Perschmann). The latter passed them on to the labor authorities and received the assignment of workers for the works and departments, without being able to exercise any influence as to the nationality of the assigned workers. In the later stage of the war, the assigned workers were, of course, mostly foreigners; I had nothing to do with their recruitment in their native country. However, I do know that the Office Perschmann occasionally had to send people to pick up these workers, because otherwise other firms would have hired the foreign workers en route.

The assessment and payment of wages was handled in the Wage Office, which was part of the Commercial Department and was not my responsibility. The Personnel Department only interpreted the tariff regulations, laws etc. and notified the Commercial Department as to wage scales, duration of leaves etc. accordingly. I duly applied all these regulations in the case of all foreigners and continued with the granting of leave, despite the fact that many foreigners did not return. I also insisted on the so-called "Family Home Leave" (Familienheimfahrt), the granting of which was made dependent on the stage of production in the plant, being granted as soon as possible after it became due. It is not impossible that some of the unmarried foreigners who arrived during the later years of the war had to wait longer, owing to transport conditions for their return home having already deteriorated by then, or their having had to forgo their claim, owing to the general freezing order in 1944.

Some of the foreigners, however, voluntarily gave up their right to a trip home. This was, as a rule, disagreeable both to the Works and to the camp leaders, because these workers during their leave

spent inside the camp often kept other workers from their work, and they probably also carried on occasional black market activities etc.

5) All I know about the so-called providing of "guarantors" prior to going on leave is that, in view of the shortage of workers, they were divided into groups, particularly on high holidays, when most of the foreigners, of course, desired to go home. These groups then left in turn. Appeals were made to the spirit of comradeship of the people and it was indicated that only after the return of the first group, would the second group and, circumstances permitting, the third group be permitted to leave. In every case, reasons of plant operation and the measures taken in accordance with the decrees of the Reich Minister for Labor were decisive. However, I cannot recall a single case throughout my activity in which the leave of a worker of a later group was cancelled for these reasons.

6) The so-called "Lending Firms" (Leihfirmen), which brought their foreign workers in units to Bitterfeld, were requested to furnish replacements whenever any of their people disappeared or fell ill for a greater length of time. In that case, a letter was addressed to the French or Belgian lending firm, or to their local foremen, who on their part as workers' representatives always insisted on the correct assignment of their people and on their proper treatment. If the contract of any individual worker expired and the worker was not willing to renew it, he was handed his papers by Wolfen-Farben. I did not experience any case of such a worker being retained after the expiration of his contract or even being forcibly returned to Germany to his former place of work. Reports on the disappearance of foreign workers were nearly always useless and were only made, because they

p.4

were required by the labor allocation authorities. We considered the returning of an unwilling worker to his place of work of no use to the works. However, in the case of those who left for other firms inside Germany in violation of their contract, they were in individual cases compelled to return to their place of work, just as German workers were.

7) Foreign children were not employed. A few young boys of from 14 years and upwards, who had come as dependents against the wish of the I.G., were employed, partly in laboratories or in the performance of other light duties. Regulations regarding the employment of juveniles were observed in the same manner for foreigners as in the case of Germans. Concentration camp prisoners were never employed in the dyestuffs factory in Wolfen.

8) According to my recollection, the number of working hours missed was larger, on the whole, among foreigners than among Germans. This was substantially due to intentional absenteeism for a few hours or a day or so. Some of the foreigners were very decent and capable workers, some of them, however, lacked the sense for regular work. The latter availed themselves of every opportunity to stay away from work. We had the impression that the official recruiting agents (whom I never met) did not hire the best workers of their native country.

Real illness was more prevalent amongst German workers. This may have also been due with the continuance of the war and the deterioration of their food situation, to the longer distance the Germans had to their place of work, whereas the foreigners living in the camps were in most cases closer to their work and were given medical care in the camps.

9) There were no cases of physical ill-treatment in the works.

Neither do I know of any such cases in the camps, although I did not have the same insight there, because the German Labor Front claimed the handling of personnel ("Menschenfuehrung") as its exclusive right. For wilful absenteeism and wilful laziness there was a scale of punishments provided by government regulations, which was equally applied to both foreigners and Germans. Before the works imposed such fines, the responsible foreman or Betriebsleiter reprimanded the worker. In case of a second offence, my office prepared a letter of reprimand which had to be signed by the Betriebsfuehrer. If that did not help either, fines were imposed in accordance with the regulations, amounting, at first, to half a day's earnings, thereafter to one day's earnings and, in serious cases, to the earnings of several days up to one week. The latter fine, however, was imposed only on notorious shirkers. If none of the measures proved of any avail, the worker had finally to be reported to the Trustee of Labor, but these reports also were nearly always useless.

I do not know of the food rations of Eastern workers (Ostarbeiter) being at times reduced for disciplinary reasons. We refused such measures from the start, even if their application was authorized by government regulations, because this would have reduced willingness and ability to work and, apart from that, it would not have been possible technically to carry out this measure in view of the extensive food supplies in the camps.

10) Dr. Buergin, the Chief of the Works Combine Central Germany and Betriebsfuehrer of the Works "Iolfen-Farben, was known to me as a particularly humane superior. In the meetings of the workers' representatives (Vertrauensrat), he always advocated humane treatment and all possible alleviations of the living conditions of foreign workers, and granted all the necessary means for this purpose.

Apart from the excellent camp equipment, considering the circumstances of the times, and the constant endeavours to give additional food, he also approved, for example, the installation of special railway facilities between the works and the camp, with the building of a special railway platform, in order that the foreigners could be spared the walk of 3/4-hour or so. In the camp an architecturally beautiful hall with stage was erected, on which regular performances were given, sometimes with foreign performing troupes, and which is probably still the largest assembly hall in Bitterfeld. There was a special refrigerating room available to preserve food in fresh condition. A sports field and equipment were made available. It is certainly also characteristic of his political attitude that the new Works Council (Betriebsrat) in Wolfen-Parben, which was established with my assistance after the capitulation in May - June 1945, was composed of men who had been members of the Works Council already prior to 1933 and had not been discharged despite their anti-fascist conduct.

Bayreuth, 7 February 1948

signed: Dr. Karl WEGNER

Document Roll No. 517

The genuineness of the above signature of Herr Dr. Karl WEGNER, Prokurist in Bayreuth, and the genuineness of his signature affixed at the foot of pages 1 - 5 of this statement are hereby recognized on the basis of recognition.

Bayreuth, the seventh day of February nineteen hundred and forty-eight.

Notg.R.No.517

(Seal)

signed: KEYL

RM 4.— Notg.No.39

Notary

RM 0.12 Turn-over tax

Total RM 4.12

signed: KEYL

The true and correct copy of the above document is hereby certified.

Nuremberg, 12 February 1948

signed: Dr. Verner Schubert
Defense Counsel for the defendant BUERGIN

Copy

AFFIDAVIT

I, Dr. Ing. Walter Schmid, born on 15 October 1895 at Billionbach, domiciled at Sulzbach/Murr (Wuerttemberg), Karlstr. 2, have been warned that I shall be liable to punishment for making a false affidavit. I declare on oath that my statements are true and were made in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice in Nuernberg, Germany.

From 1933 on I was a member of the NSDAP. I also belonged to the following organizations of the NSDAP. S.A. Reserve from 1933 until 1935; DAF. (Labor Front), N.S. Altherrenbund (National Socialist University Alumni Association), N.S.B.D.T. (National Socialist Technical League).

I was at the head of the Stassfurt I.G. Farbenindustrie Plant until 1945. Soon after the outbreak of the war foreign workers were allocated to the plant by the regional Labor Office in order to replace German workers who had been drafted to the Wehrmacht. During the war 800 to 1000 foreign civilian workers were working at the Stassfurt Plant. The following nationalities were represented: Dutch, French, Belgians, Italians, Slovaks, and Ukrainians, also a few nationals of other countries.

With the exception of the Ukrainians all these foreign workers were treated like German workers as far as the labor regulations were concerned. They received the same rates of pay and the same efficiency bonuses. They also received working clothes and underwear, wooden shoes, towels, and soap. They were entitled to sick pay with free choice of doctors and holidays with pay. In this respect they were even better off than the German workers. The latter had 12 to 18 days leave a year according to length of service, whereas in the beginning the foreign workers received 10 days paid leave every three months and travelling expenses as far as the frontier of their home country.

- 2 -

Later on this regulation was altered by orders from the authorities, and leave was granted only every six months. After the invasion of France in June 1944, when transportation became very difficult, they had to wait 12 months before being granted leave.

A condition for the allocation of foreign workers was that they should be adequately housed and fed by the plant. For this purpose new huts were erected at Stassfurt, which were originally meant for German workers at another place, and fitted out with a canteen with sales counters, dining-room, reading-room, first aid room, baths, camp administration room and medical installations. A hut which cost approximately RM 15000.-- to build and another RM 15000.--, to fit out could accommodate 20 men in each room. Each hut had 4 large rooms with central heating, electric light and washing-room with running hot and cold water. The rooms, which for the most part were not fully occupied, were equipped with 20 camp beds - one above the other - 20 wardrobes, 2 to 3 large tables, benches and chairs or stools, so that during the day also there was enough sitting accommodation. The walls of the rooms were generally painted in light cheerful colours. In order to make the rooms more cosy competitions with prizes were often arranged. All the huts were cleaned daily and kept in order by personnel specially engaged for this purpose. Every four weeks the bed-linen was changed. The huts were fumigated at regular intervals and freshly painted if they needed it.

In this camp, in which German workers also were living, there were no cases of contagious diseases. Every foreign worker, the same as every German worker, was given a ration-card

entitling him to extra rations according to the number of hours he worked and the kind of work he did. He could take his meals in the canteen if he pleased. For his lunch, which cost RM -.30 and consisted of soup, vegetables, and meat, or a one-course dish with dessert, he had to surrender an equal number of food coupons. Coffee or tea were served for breakfast without charge, and for supper there was soup and boiled potatoes without coupons, at RM -.10 for each helping. All other items of food could be bought against coupons at the sales counters in the canteen. Hot tea and coffee could be had at the place of work as well as in the canteen at any time of the day or night. The price fixed for the meals was purely a token payment. The actual cost was higher, for instance the lunch worked out at something between RM -.80 and RM 1.30. The prices for all articles of food which could be bought on the ordinary ration cards were fixed in such a way that a day's rations would not cost more than RM 1.--. These expenses were refunded to the foreigners in the shape of a food allowance. In the same way as the workers of one nationality occupied the same hut, so they sat together at the same table.

All these foreign workers could go out freely the same as any German, and they were not restricted in their movements. They could go to any inn or any performance in the town. Two performances a month, either a concert, a movie, or a variety show, were given in the workers' canteen by German or foreign artists. All these performances were very well attended and enthusiastically applauded. Such holidays as Christmas and the First of May were great days for the foreign workers. They were allowed to celebrate their national holidays in the way they wished.

The state of health of the camp inmates and the medical equipment were supervised by a medical practitioner of the town. As the plant was working in three shifts, the baths were open day and night. All medical equipment was available to the workers without charge.

The main object in having the camps guarded by factory guards (Werkschutz) was to prevent theft.

Special police regulations were issued for the Ukrainian workers, who were later on assigned to the factory. In the beginning they were not free to leave the camp, but later on these restrictions were lifted. The arrangements were that the Ukrainians had to receive full board. They were allowed to appoint their own cook. As regards wages, they received the same pay as the German workers, but special contributions - the so-called Eastern Workers Tax - were deducted from their wages. This money was used to support sick and destitute Eastern workers and their families. They were free to attend any performances or entertainments at the plant, and all medical installations were at their disposal. Like all the other workers, they received working clothes, underwear, wooden shoes, towels and soap. They were billeted by themselves in special huts, and they had their own dining-room, sitting-room and reading-room. All young Ukrainians who had any aptitude, were taught a trade in our training workshop where special courses were given.

I should point out specially, that Direktor Dr. Buergin, who was head of the Works Combine Central Germany, attached particular importance to the proper care and just treatment of the foreign workers, and repeatedly expressed this wish in plant leader conferences and on other occasions. No expense was too great for him where it concerned the welfare of the foreigners, their amenities

and the equipping of their camps. He was very anxious that the lot of these co-workers should be made easier for them by our help and understanding, and that when they returned to their homes they would gladly recall the time spent at the camp.

Sulzbach/Murr, 27 November 1947

signed: Walther Schmid

I hereby certify that the above signature - recognised by me to be genuine - is that of Dr. Ing. Walther SCHMID, chemist at Sulzbach on Murr, who proved his identity by presenting his identity-card WB 525 073 issued on 16 September 1946 by the Regional Police Commissariat of Backnang.

Sulzbach on Murr, 27 November 1947

The District Notary

Seal:

signed: Treiner

Fee according to Par. 39 KO.
- Rl 2.--

Notary's Register No. 33
Index List No. 42.

It is hereby certified that this is a true and correct copy of the above document.

Nuremberg, 13 January 1948

signed: Dr. Werner Schubert
Defense Counsel for the defendant BUERGIN

Buergin Document

CERTIFICATE OF TRANSLATION

27 February 1948

We,
Victoria ORTON, ETO # 20129,
Anne MARTIN, ETO # 20144,
Brigitte TURK, ETO # 35130,
Phyllis RAY, ETO # 36287,
Julius J. STEUER, AGO-A-442654,
Leonard J. LAWRENCE, ETO # 20138,

hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Document Book 6 Buergin.

..... Anne MARTIN ETO # 20144 pages 1-5, 48-50	..... Victoria ORTON ETO # 20129 pages 6-13, 26-28, 31-33, 58-62, I-V Index	..... Leonard J. LAWRENCE ETO # 20138 pages 14-21
..... Phyllis RAY ETO # 36287 pages 22 - 25	..... Brigitte TURK ETO # 35130 pages 29-30, 34-47	..... Julius J. STEUER AGO - A - 442654 pages 51 - 57

Defense
Case 6

Military Tribunal VI
- Case 6 -

DOCUMENT BOOK VII

for

Dr. Ernst BUERGIN

Submitted by
Dr. Werner SCHUBERT
Attorney-at-law
at present in Nuernberg



Engel

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87		Affidavit of Dr. Gustav PISTOR of 1 March 1948 regarding Dr. BUERGIN's career at Farben. BUERGIN was hired by PISTOR and was mainly active in the field of anorganic and electro chemistry until becoming a member of the Vorstand in 1938. His membership in the NSDAP in 1937 did not have any bearing upon his appointment as a member of the Vorstand	1 - 4
96		Affidavit of Dr. Theodor HARK of 17 March 1948 to the effect that Dr. BUERGIN retained him in the service of Farben continuously in spite of his half-jewish descent and political difficulties resulting from his action.	5
<u>Magnesium</u>			
98		Affidavit of Dr. Ernst August STRUSS of 19 March 1948 regarding Farben's investments in the production and manufacture of light metals from 1932 until 1944. The affiant revises his statement in Doc. NI 10007, Pres. Exh. 687 and arrives now at an investment of 251.6 Million RM from which amounts compensated by the Reich have to be deducted	6 - 8
93		Affidavit Karl KUNGE, former commercial employee of Farben Bitterfeld, of 19 March 1948. According to contracts regarding the magnesium factories Aken and Stassfurt built with funds of the Reich (Prosecution-Exhibit 573 and 574) Farben had to pay back to the Reich a certain amount of the sale price in case of sales to private purchasers. For the years 1935 until 1944 these back payments amounted to a total of 9.6 million RM	9 -10
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84		Affidavit Major C.J.P. BALL, London, Chairman of Magnesium Elektron Limited of 13 February 1948: During our many years of association with the people of the I.G. Farbenindustrie responsible for the production and sale of Magnesium "Elektron" metal and alloys, we found that they fulfilled their undertakings to provide us with all their technical information, both in the spirit and the letter, and our people were provided with valuable information right up to the outbreak of war in 1939	14 - 16
<u>Ferro-Alloys</u>			
92		Affidavit Dr. Hermann LANG, former manager of the Bitterfeld-Nord works of Farben of 19 March 1948 regarding the production of Ferro alloys (to Prosecution-Exhibit 2007 and 2008). Only from 1937 on Ferro-Wolfren was produced by Farben themselves. Molybdenum ore was imported by Farben for the production of Ferro alloys and of catalysts for the hydrogenation of coal. The imported molybdenum ore remained the property of the American supplier, Clinax, until processed. Farben did not store any ore for the purpose of armaments.	17 - 20
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		had been the result of a suggestion on the part of Farben. Billing of invoices on Farben's own forms cannot be brought in accordance with requirements of orderly book-keeping. ^{is to be explained by the}	21 - 29
		<u>Foreign Workers in Bitterfeld</u>	
89		Affidavit Kurt ANSORGE and Helmut ELSNER of 23 February 1948. The affiants are managers of a construction firm which built a large number of housing barracks, a community house with entertainment hall, stage, kitchen, canteen and living quarters for the workers' camp Marie in Bitterfeld from 1939 until 1943. The firm received an order from Farben Bitterfeld to build more spacious and comfortable barracks with the most modern hygienic facilities instead of the usual labor service barracks. The cost per worker was twice as high as the cost of the labor service barracks. Thanks to the magnanimity of Farben the community house in the workers' camp Bitterfeld was exemplary for the entire industry. The undertaking of building an unusually comfortable gymnasium failed on account of the lacking wood allocation. The affiants had to leave the construction of the health house to another construction firm. Not being members of the party their license was revoked by the competent authorities.	24 - 27
88		Affidavit Arnold ROSENBERG of 4 February 1948. The affiant, formerly a machinist at Farben Bitterfeld, stressed the lack of discrimination against foreign workers in Bitterfeld in comparison with German workers with regard to social institutions and the good treatment of French P.W.'s. Farben, the exemplary welfare methods of which were world known did everything to make the life of foreigners decent and tolerable in every way	28 - 30
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		<p>During the war the affiant was in charge of German and foreign female workers at Farben Bitterfeld. Living at first in a hut with foreign women she had a good insight into their lives and needs. Also after the expansion of the women's camps she looked continuously after the welfare of foreign women by order of Dr. BUERGIN with whom she could immediately take up all requests of the workers. The foreign women liked their stay in camp and their work. A special barrack was to serve nursing mothers with infants, others were to serve families. The works physicians, among them a foreign lady doctor, cared for foreign women intensively. Dr. BUERGIN did not allow that foreign female workers were treated worse than Germans.</p>	31 - 33
83		<p>Affidavit Dr. Paul MICHAELIS of 17 February 1948. The affiant, a works physician of Farben Bitterfeld from 1918 until 1946, describes the medical examination of foreign workers at the time of their hiring, the equal medical supervision of foreign and German workers in the works and in the camp, the treatment by medical specialists and in hospitals, the treatment of outpatients in Farben's polyclinic and the special diet for sufferers from stomach ailments. Dr. BUERGIN always showed understanding for the special situation and needs of the foreigners, did not permit that foreigners with a medical certificate were forced to work and ordered a more plentiful lunch for Eastern workers than authorized. He wanted a just and humane treatment for all foreign workers.</p>	34 - 37
94		<p>Affidavit Karl ZABEL, formerly work protection manager of Farben Bitterfeld of 22 March 1948 concerning provisions for the use of fire arms on the part of the work protection service.</p>	

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		Part of the work protection employees were appointed "auxiliary police officer" during the war and were subject to police orders providing for the use of fire arms in case somebody tried to evade his identification by flight. The men of the work protection service who had to supervise the Eastern workers camp were under the immediate supervision of the local security police and had to follow its orders	38 - 41
99		Work protection regulations of the Farben works Scharzfeld, edited by the directors of Farben Bitterfeld on 18 May 1937. In the regulations the legal basis for the activity of the work protection service is stated and its authority to arrest persons; further its tasks. Safeguarding of peace, security and order in the works, support in fire protection, theft protection, material damages, disturbances of production and sabotage, accidents, espionage and giving away of secrets. In addition the provisions regulate the selection of the work protection personnel, its qualifications, its conduct and its position within the enterprise. The responsible manager of the work protection service should have a special knowledge of police work	42 - 48
90		Affidavit Fernand LAFARGUE, avocat à la cour in Montpellier (France) of 19 February 1948. The affiant was a French worker at Farben and describes the comfortable barracks with good washing facilities, the canteen and the bar, the regular and correct issueance of food rations and tobacco, the particular cleanliness and well kept appearance of the camp, the periodic disinfection of the barracks. The foreign worker, common laborers as well as specialists, were treated, paid, taken care of in the works, fitted out with work clothing and nursed in cases of sickness like the corresponding German worker. Aliens were not punished severer than Germans. The regular leave outside of Germany was only canceled in April 1944.	

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85		Affidavit Friedbert RITTER of 24 February 1948. The affiant, ^{since 1947} manager of the Aluminiumwerk-GmbH Bitterfeld describes the increase in the number of foreign workers during the war. Already before the war foreigners would come voluntarily, being out of work in their home countries and making good money in Germany. During the war the works had to take foreign workers allocated by the labor office, in order to turn out the compulsory production scheduled. "The refusal of a work leader to use the labor would have certainly been regarded as sabotage of war economy and been punished correspondingly." Forced labor was not liked by the works as it was evident that people unwilling to work would work badly. Wages of foreigners were the same as wages of Germans. Besides the camp rations the works ^{also an extra meal,} supplied special works rations, and for Poles and Russians in order to make up for the discrimination ordered in their case. The weight of the foreign workers, particularly of the Eastern workers, who were not nourished so well, increased considerably in the average. Also Russian P.W.'s were given the additional meal in spite of the ban against it. The affiant got into difficulties with the Gestapo on account of the decent treatment accorded to confidential representatives of foreign workers. Dr. BUERGIN in his capacity as representative of the Farben interests at the aluminum work welcomed the alleviation of the fate of foreign workers	52 - 57

Order for making corrections filed in Book I after the index.

-Copy -

Affidavit. - -

I, Dr. Gustav PISTOI, born 13 July 1872 at Elberfeld, residing at Tegernsee, Riedersteinstr. 190 1/5, have been informed that I am liable for punishment if I submit a false affidavit. I declare under oath that my statement is true and was given for the purpose of being submitted as evidence to the Military Tribunal VI at the Palace of Justice, Nurnberg, Germany.

Dr. Ernst BUERGIN joined the staff of the Rheinolden Plant, located at Badon/Rhino, in or about 1920. At that time the plant belonged to the Chemische Fabrik Gräfenhain-Elktron and was taken over in 1926 by the I.G.Farben; it was closely connected with Bitterfeld. At the time, Dr. BUERGIN was hired by the undersigned, because Dr. BUERGIN possessed special scientific experience in the field of physical chemistry - he was a student of Dr. Walter NERNST, famous pioneer of physical chemistry, - and because Dr. BUERGIN had already had occasion to practice electro-chemistry in other factories. The inquiries concerning Dr. BUERGIN, made before he was hired, confirmed his professional proficiency and highly recommended him as an individual.

The hopes that Dr. BUERGIN would be an efficient scientist and a good practitioner were fulfilled. Soon he became the center of attention of the Rheinolden Plant which, in addition to an organic department, practiced mainly electro-chemistry and which employed about 200 people at the time.

(page 2 of original)

When, in 1924, the hitherto manager of the Rheinfelden Plant resigned, the Vorstand had no problem in appointing Dr. BUERGIN his successor. Dr. BUERGIN participated prominently in the extensive reconstructions which were carried out in Rheinfelden during the following years and which included the chemical and technical installations (waterturbines) of the plant. He showed also great interest at the new construction of a Rhine Hydro-Electric Plant above Rheinfelden, in Ryburg-Schwoorstadt, which was built together with other plants. It is due to his initiative that salt deposits near Rheinheim, not far from Rheinfelden, were newly developed, in order to replace those located directly near the plant which were nearly exhausted; he also initiated the construction of a Rhine Port not far from the Rheinfelden Plant which resulted in a considerable facilitation and reduction of cost of the loading and unloading. During the time of Dr. BUERGIN's management the organic plant-installations were also extended.

This shows that Dr. BUERGIN not only proved to be a good chemist, but that he was also in the position to fulfill the many tasks in other fields which are the concern of a plant leader.

When the leader of the plant Bitterfeld-Sued was on vacation, the Vorstand decided to appoint Dr. BUERGIN as his deputy for the largest plant of the Middle German Sector. Dr. BUERGIN fulfilled this task most satisfactorily. When, in 1931, the leader of the Plant Sued died, Dr. BUERGIN appeared to be the logical successor, he moved to Bitterfeld, and, since the Rheinfelden plant

(page 3 of original)

had prospered under him, he was left in charge of the Rheinfelden plant in addition to his duties as manager of the plant Bitterfeld-Sued.

As for the scientific and technical field, Dr. BUERGIN proved himself also in his large sphere of duties which concerned the Plant Bitterfeld-Sued; among other things he introduced considerable innovations and improvements in different fields of production. In 1935, he was entrusted because of his efficiency with the management of all inorganic and electrochemical plants and laboratories of the entire Betriebsgemeinschaft Middle Germany, i.e. including the plants Bitterfeld-Nord and Wolfen-Parben in addition to his previous duties. This meant that Dr. BUERGIN was entrusted already with a very large share of the duties concerning the Betriebsgemeinschaft Mittelddeutschland. He also devoted himself with energy and much success to the general duties of a plant- and work leader as he had done before, on a smaller scale, in the Rheinfelden Plant.

At the end of 1937, when I resigned from my position as leader of the Betriebsgemeinschaft Middle Germany, Dr. BUERGIN was the logical successor, and, following my suggestion, the suggestion of the chairman of the supervisory board, Geheimrat BOSCH, and of the economic and technical chief of the Chemical Branch, Dr. BUERGIN was appointed on 1 January 1938 Leader of the Betriebsgemeinschaft Middle Germany and became member of the Vorstand of the I.G.

As far as I remember I did not know yet at the time that Dr. BUERGIN had joined the NSDAP in 1937. This fact would not have been taken into consideration anyway.

Togornsee, 1 March 1948
(signed) Dr. Gustav PISTOR

(page 4 of original)

The above signature of Dr. Gustav PISTOR, given before me, Dr. Werner SCHUBERT, defense counsel with the American Military Tribunal VI, is hereby certified and witnessed by me.

Tegernsee, 1 March 1948

(signed) Dr. Werner SCHUBERT

The true and correct copy of the above document is hereby certified.

Munich, 4 March 1948

(signed) Dr. Werner SCHUBERT
Defense counsel for the defendant BUERGIN

Copy.

DR. THEODOR MARX
Chemist

(19a) Bitterfeld near Halle, 17 March
1948
Parsevalstrasse 60

A f f i d a v i t .

I, Theodor M a r x , born on 3 June 1895 in Offenbach on the Main, residing at Bitterfeld, Parsevalstrasse 60, have been informed that I am liable for punishment if I submit a false affidavit. I declare under oath that my statement is true and was given for the purpose of being introduced as evidence to the Military Tribunal VI, case 6 - at the Palace of Justice, Nuernberg, Germany. In 1931 I was transferred as chemist from the I.G. Farbenindustrie A.G. Frankfurt/Main - Griesheim to Bitterfeld. I have been in this position without interruption until today. I confirm that Dr. B u e r g i n , as director of the I.G. Farbenindustrie A.G. Bitterfeld, has retained me in the position, in spite of my half-jewish descent and the political difficulties with the NSDAP resulting from this action.

Bitterfeld, 17 March 1948.

(signed) Dr. Marx.

Number 513 of the document register fro 1948.

The above signature of the chemist Dr. Theodor Marx in Bitterfeld, Parsevalstrasse 60, known to me in person, is hereby certified.

Bitterfeld, 17 March 1948.

Fees:

Value: 3,000.- RM	
fee par. 39 RKO	4.- RM
turnover tax.	<u>0.12 "</u>
	4.12 RM

(L.S.) (signed) Dr. Albert Bohlen
Notary Public.

(signed) Dr. Bohlen
Notary Public

* * * * *

The true and correct copy of the above document is certified herewith.

Nuremberg, 30 March 1948.

(signed) Dr. Werner Schubert
Defense Counsel for the Defendant BUERGIN

Copy.

Affidavit.

I, Dr. Ernst August STRUSS, residing at Frankfurt/Main, Gaertnerweg 59, German citizen, have been informed that I am liable for punishment if I submit a false affidavit.

I declare under oath that my statement is true, was given voluntarily and without coercion for the purpose of being submitted as evidence to the Military Tribunal VI at the Palace of Justice, Nuernberg, Germany.

Investments Light Metals / Affidavit NI-10007 dated 21 June 1947.

In the above mentioned affidavit the investments of the I.G. Farben for 18 important products in the years from 1932 to 1944 were computed.

The total expenses for the Light Metal Field in these years amount to:

Magnesium	244.7	millions of Reichsmarks
Aluminium	<u>24.9</u>	" " "
	269.6	" " "
=====		

The figures were taken from the Tea files, and in an additional statement, dated 18 June 1947, it was stated in reference to Magnesium, that by far the largest share of the amount concerned the ^{processing} ~~production~~.

A careful re-check of the original credit ^{files} ~~share~~ showed, including the Light Metal Processing Plants

Westfaelische Leichtmetallwerke G.m.b.H., Nachrodt,
and Metallguss-G.m.b.H., Leipzig,

a total investment amount of 282.1 million Reichsmarks.

Also included in this amount are the costs of the general installations of the plants in addition to the special installations for Magnesium and Aluminium, as far as they served the production and processing of Light Metal.

As far as Bitterfeld is concerned, this share could only be established using a general key.

The sum of 282.1 million Reichsmarks, however, should be rectified as follows:

- a) In the amount of 43.1 million Reichsmarks, listed for Moosbierbaum, approximately 6 million Reichsmark are included for Chloralkali-Elektrolyse. After deduction of this amount, investments for the magnesium installation Moosbierbaum amount to 37.1 million Reichsmark.
- b) In the investment amounts for general installations in Bitterfeld, which, as mentioned above, were established using a key, the expenses for the ^{power} ~~wire~~ plant Thalheim (built 1940 to 1944) are included with 45 million Reichsmarks. 24.5 million Reichsmark of this amount were added to the magnesium investments in my computation NI 10007. Since the power plant Thalheim started operation in 1943 only - at a time, when Magnesium and Aluminium were already in full production - this amount of 24.5 million Reichsmarks should not be taken into account.

P. 2.

It remains, therefore, for the entire light metal field the amount of 282.1 mill. RM
to be deducted as per par. a) 6.- " "
" " " " " " b) 24.5 " "
251.6 mill. RM
=====

which are to be distributed as follows:

1) <u>Magnesium</u>	Aken	35.5	
	Stassfurt	50.4	
	Teutschenthal	6.3	
	Schwarzfeld	3.-	
	Moosbierbaum	37.1	
	Bitterfeld	18.-	= 150.3 million RM
2) <u>Aluminium (50 %)</u>	Aken	10.4	
	Bitterfeld	18.-	28.4 " "
3) <u>Light Metal Production</u>	Bitterfeld	61.3	
	Nachrodt	6.6	
	Leipzig	5.-	72.9 " "
			<u>251.6 million RM</u>

It has to be stated in this connection that the figures for Aken and Stassfurt include a few millions for Light Metal ^{Processing} ~~Production~~, which amount, however, cannot be determined correctly because of lack of files. Furthermore, in the 5 millions for Leipzig considerable amounts are included which do not concern the light metal field, but other investments which were forced upon us by the authorities. Here, too, an exact amount cannot be determined.

From above stated investment amounts of the I.G. Farbenindustrie those amounts would have to be deducted, for which the I.G. has been reimbursed by the Reich because of special agreements. They concern the costs of the plants in Aken, Stassfurt, Teutschenthal (see Pros. Doc. NI-4496 and 4497, Pros. Exh. 573 and 574) and Moosbierbaum, Frankfurt-on-the-Main, 19 March 1948.

(signed) Dr. Ernst Aug. STRUSS
(Dr. Ernst August STRUSS)

The above signature of Dr. Ernst August STRUSS, residing at Frankfurt/on-the-Main, Gaertnerweg 59, recognized by me, has been given before me on 19 March 1948, is hereby witnessed and certified by me.

Frankfurt-on-the-Main 19 March 1948.

(signed) Wolfgang Theobald
(Dr. Wolfgang Theobald)
Defense Counsel in Case VI at
the Military Tribunal in Nuernberg.

The true and correct copy of the above document certifies herewith:
Nuernberg, 31 January 1948.

(signed) Dr. Werner Schubert
Defense Counsel for the Defendant
BUERGIN.

Copy.

A f f i d a v i t .

I, Karl J u n g e , born at Offenbach on the Main on 19 December 1902, residing at Koeln-Dellbrueck, have first been cautioned that by making a false affidavit I render myself liable to punishment. I declare in lieu of oath that my statements are true and were made in order to be used as evidence before the Military Tribunal No. VI - Case 6 - at the Palace of Justice at Nuremberg, Germany.

From 1922 - 1945 I was an employee, since 1937 with power of attorney, of the Commercial Administration of Farben at Bitterfeld. In this my capacity I handled, inter alia, the settlement of the bills concerning the plants for the production and procession of magnesium at Aken, Stassfurt and Teutschenthal built pursuant to agreements with the Reich, especially also the payment of the amortisation sums which were to be refunded to the Reich according to the agreements in the case of sales to third parties.

On the basis of the Bitterfeld bills which are now at the Control Office at Frankfurt-on-the-Main-Griesheim and which I have consulted today, the sums mentioned in the annex were refunded to the Reich by Farben.

A sum of RM 8,448,000.- is involved for the whole of the years of 1936 - 1943. Approximately RM 700,000.- are to be added for 1944 in which refunds were made to the Reich but were not accounted yet definitely.

I did not find the figures for 1935 at the Control Office at Frankfurt-on-the-Main-Griesheim. My estimate, if my recollection is correct, is that the refund was about RM 500,000.-.

Thus, for the years 1935 - 1944 a total of about 9.6 million Reichmarks is arrived at.

Enclosure: 1 Survey.

(signed) Karl J u n g e

Enclosure to Affidavit.

Refunds to the Reich (according to agreements Aken and Stassfurt) from deliveries to third parties.

(in thousands of Reichmarks)

	1936	1937	1938	1939	1940	1941	1942	1943	1936 - 1943 Total
<u>A k e n</u>									
for raw metal	852	525	801	886	906	841	637	676	6124
" processing	8	22	23	32	42	38	32	21	218
" storage	3	15	15	15	16	16	16	16	112
Total Aken:	863	562	839	933	964	895	685	713	6454
<u>S t a s s f u r t:</u>									
for raw metal	-	-	42	469	659	537	-	-	1707
<u>Teutschenthal and Stassfurt</u>									
preliminary products	6	-	107	95	79	-	-	-	287
Total	869	562	988	1497	1702	1432	685	713	8448

Frankfurt on the Main, 19 March 1948.

(signed) Karl J u n g e

The above signature of Herr Karl Junge, attached before me, Wolfgang Theobald, Assistant to Defense Counsel Dr. Werner Schubert, at the Military Tribunal No. VI, is hereby certified and confirmed as a witness by me.

Frankfurt-on-the-Main - Griesheim, 19 March 1948.

(signed) Wolfgang Theobald.

Certified to be a correct and true copy of the above document.

Nuremberg, 25 March 1948.

(signed) Dr. Werner Schubert
Defense Counsel of the
Defendant BUERGIN.

Copy.

A f f i d a v i t .

I, Julius F r a n z , born on 31 May 1891, at present in the Nuernberg prison, have first been cautioned that by making a false affidavit I render myself liable to punishment. I declare in lieu of oath that my statements are true and were made in order to be submitted as evidence to the Military Tribunal No. VI - Case 6 - at the Palace of Justice in Nuernberg, Germany.

Since 1928 I was head of the Commercial Administration of I.G. Farbenindustrie in Bitterfeld and had the title of Direktor since 1943. At the offices of the Commercial Administration all settlements with the Reich agencies concerning the plants built pursuant to agreements with the Reich were made.

With regard to the affidavits of Dr. S t r u s s , NI-8317, Pros. Exh. 98, and NI-4832, Pros. Exh. 744, speaking of the manufacture of the so-called "Textilhuelssen" (textile casings) at Bitterfeld and Aken I depose the following:

Farben delivered the electron tubes, called "textile casings", unprocessed to the buyers designated by the Reich Aviation Ministry, four different firms in Germany, for further processing. In the state, in which the tubes were supplied by Farben, they were still unusable as incendiary/^{bombs}casings.

From the statistics made at Bitterfeld which are now at the Control Office at Griesheim and which I consulted today, I have gathered the information about the deliveries of electron tubes of the Bitterfeld and Aken works to the buyers designated by/^{the}Reich Aviation Ministry for the years 1933 to 1944 and entered into the list below. The result shows that the proportion of the tubes as against the total

magnesium production is 9.2 %.

To the production of 160,300 tons of magnesium in the years 1933 to 1943 testified by Dr. S t r u s s in the affidavit NI-10008, Pros. Exh. 612, plus a quantity of 23,500 tons estimated by me for 1944, totalling 183,800 tons, a further production of approx. 22,800 tons from regenerated scrap will have to be added. Of the total magnesium production of 206,600 tons, the proportion of "textile casings" is only 8.2 %. It is to be noted further that a considerable proportion of "textile casings" supplied by Farben were never used but sent back to Farben to be melted. It is a matter of about 1,000 or 2,000 tons.

Quantities of Electron Tubes supplied by I.G.

Bitterfeld and Aken in 1933 - 1944.

	Electron Tubes supplied (in tons)			Magnesium Production of Farben, according to Dr. Struss, Pros. Exh. 612 (in tons)	Proportion of the tubes in %
	ex Bitterfeld	ex Aken	Total		
1933	160	-	160	1,300	12.3
1934	1105	-	1105	3,400	32.5
1935	1435	2881	4316	10,800	40.0
1936	757	2424	3181	11,600	27.4
1937	430	1065	1495	12,000	12.5
1938	26	36	62	13,000	0.5
1939	-	-	-	16,600	0
1940	-	-	-	18,400	0
1941	290	446	736	20,700	3.5
1942	255	2260	2515	25,100	10.00
1943	483	2228	2711	27,400	9.9
1944	?	?	667	approx. 23,500 (estimated)	2.8
<hr/>					
Total:	?	?	16948	183,800	9.2 %
To be added:					
Magnesium from scrap sent back:				22,800	-
<hr/>					
			16948	206,600	8.2 %

Frankfurt-on-the-Main - Griesheim, 20 March 1948.

(signed) Julius Franz.

The above signature of Herr Julius F r a n z , at present Nuernberg prison, affixed before me, Wolfgang Theobald,

Defense Assistant before the Military Tribunal No. VI, is hereby certified and witnessed by me.

Nuernberg, 21 March 1948.

(signed) Wolfgang Theobald.

Certified to be a true and correct copy of the above document.

Nuremberg, 31 March 1948.

(signed) Dr. Werner Schubert.
Defense Counsel of the Defendant BUERGIN.

Abschrift.

I FELIX WILLIAM GRAIN,
of the City of London Notary Public duly admitted and sworn practising
in the said City do hereby Certify and Attest.

That on the day of the date hereof before me personally came and
appeared Major CHARLES JAMES PRIOR BALL, the Chairman and Managing
Director of Magnesium Elektron Limited, of Abbey House, Baker Street,
London, N.W. 1, England, who signed the hereunto annexed Declaration
on Oath in my presence and having been by me first duly sworn made oath
and said that the several matters and things mentioned and contained
in the said Declaration on Oath were true. - - - - -

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of
Office in the City of London aforesaid this thirteenth -- day of February
One thousand nine hundred and forty-eight.

gez. F. W. GRAIN

Notary Public
LONDON.

H. de PINNA
and
JOHN VENN.
Incorporating
COMERFORD & Co.

NOTARIES PUBLIC
LONDON.

38, GRESHAM HOUSE,
OLD BROAD ST., E.C.2.
and at
WHITEHALL HOUSE,
WHITEHALL, S. W. 1.
TELEPHONES:
LONDON WALL 2906
WHITEHALL 1496.

JOHN VENN,
F.C.GILES.
F.W.GRAIN,
John M.DIAMOND.

Köstenmarke

(Siegel)
(FELIX WILHELM GRAIN,
NOTARY PUBLIC
LONDON)

P.2. MAGNESIUM ELEKTRON LIMITED.

Directors	REGISTERED OFFICE:	Telephone:
Major C.J.P. Ball, D.S.O., I.C. (chairman)	ABBY HOUSE, BAKER STREET LONDON, N. 1.	Wolbeck 2332-6 (5 Lines)
A.B. LILES. D.R. LANGON. Lt.-Col. D. LEWIS, D.S.O., I.C. C.P. PERCY, H.L.H. SMART.		Telegrams: "Lagnoselek- Norwest- London."

Your Ref.

Statement by Major C.J.P. Ball, Chairman and Managing
Director of Magnesium Elektron Limited and Managing
Director of F. & C. Hughes & Company Limited.

I Charles James Prior Ball born on 15th February 1893 in Cowes, Isle of Wight, England, a British subject, am aware that I render myself liable to prosecution if I make a false statement on Oath.

I declare on Oath that my statement is true, and that it was made for use as evidence at the Military Court of Law No.6, in the Justia Palast, Nuremberg.

During our many years of association with these Directors and Staff of the I.G. Farbenindustrie responsible for the production and sale of magnesium "Elektron" metal and alloys, we found that they fulfilled their undertakings to provide us with all their technical information, both in the spirit and

the letter, and our people were provided with valuable information right up to the outbreak of war in 1939.

Signed Charles J.P. BALL
Major.

Date 13th February 1946.

This is to certify that the above is a true and correct copy of the original document.

Nuernberg, 27 February 1948.

(Signed) Dr. Werner Schubert.
Defense Counsel of the Defendant BUERGIN.

Copy.

A F F I D A V I T .

I, Dr. phil. Hermann L a n g , born 15-July 1892 in Wuerzburg, at present in prison at Nuernberg, am aware that I render myself liable to prosecution if I make a false statement in lieu of oath. I declare in lieu of oath that my statement is true and was made for use as evidence at the Military Court No. VI - case 6 - in the Palace of Justice, Nuernberg, Germany.

The two prosecution documents NI-14580- Prosecution Exhibit 2007 - and NI-14668 - Prosecution Exhibit 2008 - were submitted to me. I can state the following with regard to it:

The production of Ferro-Afram and Ferro-Molybdaen in Germany was carried out by three firms, namely the firm Meturg, the firm Hermann C. Starck and the I.G. The I.G. and Starck each had a quota of 28 % and/or 30 %, the Meturg had the rest. At times the I.G. had very little interest in the production of ferro-alloys and had its quota of Ferro-Wfram produced by the Gesellschaft fuer Elektro-Metallurgie (Meturg) against payment, for example still in 1935. Starck did the same thing. Thus in 1935 the actual production was exclusively with the Gesellschaft fuer Elektro-Metallurgie in Weissweiler near Aix-la Chapelle, a few kilometers from the Belgian frontier. At Soellingen in Wuerttemberg, the place mentioned in the Prosecution Exhibit 2007, a factory of the Krupp firm was located which on its part did not belong to the association and was working only to cover their own needs. It is possible that these circumstances caused one of the Reich-offices to urge that a part of the Wolfram - ore be stored in central Germany. I can not make out what the abbreviation H.M means, but

apparently it has to do with some official authority. There certainly was no hoarding of ore for armament purposes in central Germany at that time. Storing to a certain extent was customary for the reason alone that the ores after their arrival first of all had to be analyzed and frequently only after this could it be decided in which place they were to be utilized.

Keeping stores of Molybdaen-ore as may be seen from count 4, 5 and 6 of the Prosecution Exhibit 2008 had nothing at all to do with hoarding for armament purposes. "Schott" mentioned in count 4 of the said document was the leading man of the firm of Climax in U.S.A. which almost had a monopoly on Molybdaen. The I.G. and the above mentioned other members of the association were obliged to cover their needs in Molybdaen-ore from the firm of Climax. According to the business-terms of the firm Climax the ore supplied by it remained the property of the supplying firm until it was processed. The selling-price of Ferro-Molybdaen was fixed by the Climax in connection with the members of the German convention and of the amount realized from the sales the German firms received a certain percentage for the cost of processing and as a gain of about 40 %, the remaining approximately 60 % went to the Climax for the ore and as their share of profit. Therefore the Molybdaen-ore stored in Bitterfeld for Ferro-purposes was stored not for the army administration but for the American firm of Climax.

The I.G. used Molybdaen-ore not only for Ferro-alloys but also for catalyzers for coal-hydration. The ore required for this was bought in the regular manner from Climax, i.e. the latter having no share in the profit.

Where in the Prosecution Exhibit 2008 under 5/6 "Molybdaen-ore concentrate for chemical purposes" is spoken of, it refers to its use for catalyzers just mentioned above. The amount of Molybdaen-ore needed for chemical purposes was with the I.G. at times the same as the amount of ore needed for metallurgic purposes. 1935 one had to figure with about 1300 tons of Molybdaen-ore for chemical purposes, as may be seen from count 5/6 of the above mentioned document. At the time, however, I.G. had developed a new catalyzer which reduced the Molybdaen used for this purpose to a very small amount; the document under 5/6 speaks of 3 to 4 tons a month of Molybdaen acid. Under those circumstances the supply on hand would have lasted for about a decade. To make up for the lesser use here and to reduce the excess supply in store, an attempt was to be made to get the permission from Schott (Climax) that we could use these amounts of ore within our convention for metallurgic purposes. As far as I can remember this was done later on in some form or other although Schott, who of course wanted to sell Molybdaen, had been very much opposed to it. Thus the I.G. never demanded that Molybdaen be stored, on the contrary its aim was to reduce the supply of Molybdaen.

~~I never came to a production of~~ ^{No} Ferro-Wolfram or Ferro-Molybdaen were ever produced at Teutschenthal. ~~in Germany.~~ The furnaces at Teutschenthal were dismantled and transferred to Bitterfeld as experimental furnances. The installations in question were out of date.

In the thirties the world-demand for Ferro-Wolfram and Ferro-Molybdaen became very high. This observation could be made in all countries. The German

manufacturers of these products, among them also the I.G., exported considerable quantities of Ferr-alloys to foreign countries, especially Russia. This favorable development caused I.G. about 1937 to resume the production of Ferro-Wolfram which at times had been turned over to the Meturg.

Nuernberg, 19 March 1948.

(signed) Hermann Lang.

The above signature of Dr. Hermann Lang at present in prison at Nuernberg, affixed before me, Dr. Werner Schubert, Defense Counsel with the Military Tribunal No. V., is hereby certified and was witnessed to by me.

Nuernberg, 19 March 1948.

(signed) Dr. Werner Schubert.

This is to certify that the above is a true and correct copy of the original.

Nuernberg, 22 March 1948.

(signed) Dr. Werner Schubert.

Defense Counsel of the Defendant BUERGIN.

Copy

Affidavit

I, Julius FRANZ, born 31 May 1891, at present in prison at Nuernberg, am aware that I render myself liable to prosecution if I make a false statement in lieu of oath. I declare in lieu of oath that my statement is true and that it was made for use as evidence at the Military Tribunal No. VI -case 6- Palace of Justice, Nuernberg, Germany.

1) I was a member of the NSDAP since the middle of 1937 and a member of the General SS since 1933, last with the rank of first lieutenant.

Having been formerly employed by the Chemische Fabrik Griesheim Elektron, a firm preceding the I.G., I was since 1928 in charge of the business administration of the Betriebsgemeinschaft Mitteldeutschland of the I.G., and since 1932 Prokurist and since 1943 "Titulardirektor".

2) In 1940 the Army High Command turned over apparatus from Blyzin to the IG which were set up at the plants in Bitterfeld, Alton and Sebnitzfeld. What agreements were reached between the I.G. and the Army High Command before this turnover, I do not know, I know nothing about this transfer being based upon the suggestion or wishes of the IG. Just why the Army High Command offered these fixtures to the I.G., I do not know.

3) The three bills - amounting to a total of RM 83,475.- which had been sent with a communication from the business administration of the I.G. Bitterfeld of 12 December 1940 to the auditing office (Prosecution Document NI 6064 Exh. 1168), were made out

P.2 on the basis of a valuation made by the technical organs of the Aken plant. Such valuations were carried out by the I.G. without exception according to the principles of a regular technician and merchant.

4) The reason why the three bills were made out on the I.G.'s own blanks, is that in those cases in which at the end of the year no bills from the supplier were on hand for items which had been received in the course of year and were in safekeeping of the I.G., the I.G. itself made out bills in order to properly account for such items on their books. According to the principles of factory-bookkeeping in Bitterfeld it was therefore also necessary to make the bills out on blanks of the IG because the supplies were distributed to three plants and a special bill had to be rendered to each plant. Hence the three bills on I.G. blanks would also have been made out if the Army High Command on its part had rendered a bill for the total amount of RM 83,475.- to the I.G.

5) The proviso in the communication of 12 December 1940 to the auditing office Bitterfeld that the bookkeeping department was to pay the bills of the Army High Command only if they received special instructions to do so, was made in order to clear the I.G.'s debt to the Army High Command by way of settlement if necessary. There is no doubt whatsoever but that the debt of the I.G. to the Army High Command has been paid.

Muernberg, 15 March 1948.

(signed) Julius FRANZ

(page 3 of original)

I hereby certify that the above signature of Julius FRANZ,
at present in prison at Nuernberg, affixed before me, Wolfgang THEOBALD,
assistant of the Defense Counsel Dr. Werner SCHUBERT, at the
Military Tribunal No. VI, is authentic.

Nuernberg, 15 March 1948.

(signed) Wolfgang THEOBALD

I hereby certify that the above is a true and correct copy
of the original.

Nuernberg, 17 March 1948.

(signed) Dr. Werner SCHUBERT
Defense Counsel of the Defendant BUERGIN

Copy

Affidavit

We, Kurt ANSORGE, residing in Berlin, born in Breslau on 5.6.1897 and Helmut ELSNER, residing in Berlin-Wilmersdorf, born in Wils near Hall/Tyrol on 19 May 1912 have been cautioned that we commit a crime by giving a false affidavit. We declare in lieu of oath that our statements represent the truth and were made in order to be introduced in evidence at the Military Tribunal No. VI - Case 6 - at the Palace of Justice in Nuremberg, Germany.

We are managers of the firm "Holzbau" GmbH in Berlin-Charlottenburg. Neither of us has been a member of the NSDAP nor its branches. We state the following with regard to the building of barracks and other buildings for the labor camp of Farben in Bitterfeld:

1) The central office of our firm in Berlin was destroyed during the fighting for the city and the archives were lost. We have saved photographic negatives and blueprints, however. Moreover we remember that our firm "Holzbau" G.m.b.H. received its first orders for the construction of ^{housing barracks for} the camp "Marie", Bitterfeld, in February, or March 1939. ~~housing barracks for~~ In April or May 1939 we started construction of the first barracks. Farben having been satisfied with our construction work, orders for additional buildings continued to follow without stopping through 1943.

2) Housing barracks existing in the Bitterfeld camps in the beginning of 1939 were in line with general directives of the German Labor Front. Among them was a number of

(page 2 of original)

so called "labor service barracks". Farben gave us orders to design and construct barracks more spacious and comfortable. After plans had been approved by Farben we started the construction of barracks with a total width of 16 meters and a middle aisle measuring 2.30 meters in width. Length was determined by local conditions and ran from 30 to 50 meters. These buildings were fitted out with the most modern hygienic facilities and were therefore more expensive for this reason. When the estimate was given it became evident already that the cost of these comfortable barracks would per worker amount to more than twice the cost of the labor service barracks used elsewhere. In the course of the war years we constructed a large number of barracks looking plain from the outside and adapted to the general view of the camp, the interior of which was in line, however, with the barracks mentioned above, which could almost be called luxurious.

3) The construction of the large community house finished by us at the beginning of the war was the largest job handled by us for Farben. Thanks to the magnanimity of Farben this building was outfitted so comfortably that it was called a model building not only as far as Farben was concerned but the entire industry. It was described in several trade magazines at that time and pictures of it appeared on the title page of the largest and best known magazine for the building trade, the "Bauwelt". The then leader of the German labor front, Dr. LEY, was on the construction lot before the construction had been finished and stated that the project was rather exaggerated for the workers' needs.

The entire community house consisted of a

(page 3 of original)

large hall with a side nave for the kitchen. In the front part there were the canteens, on top of them the store rooms and residences. The large community room was planned as a workers' mess and as a hall in which the frequent and varied performances were held. At the stage end of the large hall there was a stage with the very newest equipment including the necessary side rooms. The kitchen was probably the most modern existing in such a camp at this time. The community house was equipped with a central heating system. Even the floors are heated. The best building materials, drapery materials, lighting fixtures were selected and we were not afraid of incurring heavy expenses.

4) Our firm was to erect a large gymnasium on the existing Farben sport field, measuring 63.75 meters in length and 20 meters in width. Work was started and the fundamentals had been partly laid. The building project failed, however, owing to the lack of the allocation of wood. For this building project Farben intended to get together the necessary stocks of cement, iron, and wood from their factories within the whole German Reich, but the competent General Building Inspector did not give the building permit. As far as we remember he refused it, because Farben wanted to exceed by far the limits for the care of workers anticipated by the German labor front.

5) We built, in addition, a very large number of housing barracks for Farben Bitterfeld for housing artisans from out of town and workers and planned some homes for artisans' apprentices. We further made all designs and blue prints for the construction of a two story health house measuring 80 meters in length and 28 meters in width.

(page 4 of original)

This building was, however, constructed by another building contractor, as our membership in the German wood building association was cancelled as of 1 January 1942 by the general labor leader KUENZEL of the OKH, the Reich commissioner for the entire wood construction in Germany, as we were not members of the NSDAP. We were thus precluded from undertaking any additional wood constructions.

As far as we know the building was destroyed by an air raid in January 1945.

(signed) Kurt ANSORGE

(signed) Helmut ELSNER

No. 99 of the document roll 1948.

I hereby certify the above signatures of:

- 1) Herr Kurt ANSORGE, architect of Berlin W. 15, Fasanenstrasse 22,
- 2) Herr Helmut ELSNER, building contractor of Berlin-Wilmersdorf, Cicerostrasse 63.

Berlin, 23 February 1948.

(Seal)(signed) Signature

Value: RM 3 000		
Fees art. 144, 26, 39 KO.	4.- RM	Notary
Turnover tax	0.15 "	
(signed) Signature	<u>4.15 RM</u>	

A true and correct copy of the above document.

Muerenberg, 5 March 1948. (signed) Dr. Werner SCHUBERT
Defense Counsel of the Defendant
BUERGIN

Copy

A f f i d a v i t .

I, Arnold R o s e n b a c h , born on 9 June 1912 in Arzbach, Kreis Unterwesterwald, residing in Arzbach, Unterwesterwald, have first been cautioned that by making a false affidavit I render myself liable to punishment. I declare in lieu of oath that my statements represent the truth and were made in order to be introduced in evidence at the Military Tribunal No. VI, Case 6, at the Palace of Justice in Nuremberg, Germany.

I wish to point out that I have not belonged to the NSDAP at any time.

From 1938 until February 1945 I worked as a machinist in the department liquifaction of chlorine of Farben in Bitterfeld. In this period I met hundreds of foreign workers. The workers repeatedly stated to me that they had been hired by hiring agencies and had signed an employment contract. Thus their classification as "forced labor" may not be correct altogether, though they may have been forced by economic conditions in their native country to sign their employment contracts.

I never noticed any discrimination against the foreign labor comrades in comparison with our German worker. In the contrary, we German workers were usually supposed to do more work than the foreigners.

I had the definite impression that everything was done by the firm to make life decent and comfortable for the foreigners. Anyone knowing labor conditions at Farben will know right away

that the foreigners never had it so good at home, for Farben had a world wide reputation for its exemplary social work.

At Farben foreigners enjoyed the same rights as Germans. They participated equally with the Germans in all social contributions, they were granted their share of the profits, their annual leave trips and in between trips home to their families to a certain degree. I know for sure that no week passed in Bitterfeld without leave transports being made up. These leave trips were made in express trains.

The foreign labor comrades lived in residential barracks which were excellently equipped. In a large leisure house in the camp foreign cabarets would perform time and again. In the social and payroll offices the liaison men of country-men of the foreign workers would sit as liaison men. The rations of foreign workers were the same as ours. Though they had to adapt themselves to war time conditions in the course of years their rations were yet worth while compared with today's rations.

The foreign workers used the same dressing rooms and bathing facilities as we did and also enjoyed the same freedom of movement as German workers. In short the foreign worker did not live any different from the German worker living in the camp.

A detail of French P.M.'s was also working in our works. In the last few years they would work without any supervision. They went to the canteen the same as all other workers. I never noticed that any injustice was done to any of them.

They all were well nourished.

I was not induced by anybody to give this affidavit and I do not know any of the defendants nor anybody of their families. I am only following the voice of my conscience telling me to state things as they really were and were actually experienced by the little worker. For this reason I forwarded this statement to Dr. Latenser, Nuernberg, attorney-at-law known to me from the newspapers,

Arzbach, 4 February 1948.

signed Arnold Rosenbach.

The above signature of Sachbearbeiter Arnold Rosenbach, given before me, is hereby certified,

Arzbach, 5 February 1948.

The burgomaster functioning as local police authority:

by order:

(seal) signature.

A certified true and correct copy of the above document.

Nuremberg, 4 March 1948.

signed Dr. Werner Schubert.

Defense Counsel of the Defendant BUERGIN.

Copy

Affidavit

I, Gertrud HEIDELMANN, born on 28 December 1909 at Dessau, residing at Bitterfeld, Flaeminger Ufer 20, have first been cautioned that by making a false affidavit I render myself liable to punishment. I declare in lieu of oath that my statements represent the truth and were made in order to be introduced in evidence at the Military Tribunal No. VI -Case 6- at the Palace of Justice of Nuremberg, Germany.

I belonged to the NSDAP since 1 October 1931. During the war I was employed with the I.G. Farbenindustrie at Bitterfeld as social worker, and within the frame of my social work for all women employed there, I had also to do with the utilization of foreign women for labor. Whenever it was necessary to clarify any problems for these women, I had always direct access to Dr. BUERGIN, the then plant leader of this works. Dr. BUERGIN displayed the fullest understanding of everything in connection with the special care for these foreign women and again and again expressed his opinion that we would have to render working conditions for these foreign women working in Germany as agreeable as possible.

When I came to Farben - Bitterfeld 1941, there was, not far from the works, a hut for the foreign women to live in, which, besides dormitories, shower-room, first-rate water closets, also contained a small kitchen. The women, thus, were adequately accommodated. They also had the opportunity to turn with their problems to a German lady interpreter living in the same hut. At that time, about 16 - 18 foreign women of whom the majority were French and Flemish, forming as it were a nucleus of the foreign women, lived there. Most of them remained in Germany and with Farben until the last.

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As, for my welfare work, I had to be accessible at any time, I moved into the hut already mentioned and also deputised for the interpreter beside my other work. I now had ample opportunity to get to know well the mentality of these women. Living together with them was pleasant. I always had the impression that the women liked their work and felt happy in the huts. Later, from this one hut, the larger women camp developed. After it had been set up, the camp was officered by camp leaders of both sexes engaged on a full-time basis. I moved out but never lost contact as I visited the camp often in order to keep myself currently informed of all questions concerning the foreign women. Dr. BUERGIN pointed out to me again and again that I should not lose sight of the camp because he would not tolerate under any circumstances that the foreign women workers should receive worse treatment than the German ones. They were to feel happy in the camp. Huts for families had been erected in the camp; besides, there were a big community kitchen and a sales room in which the foreign women could buy their foodstuff in order to save them ways to town. A hut was set up in which nursing mothers with their infants were accommodated. In this hut, too, accommodation and care for mothers and children of every nationality was adequate. It offered an accommodation for Russians particularly, as these had the highest birthrate.

The works doctors gave as much intensive care to the foreign women as they gave to the German women. Before being assigned to a work place, or when changing it, women were examined by the works doctor. In the women camp there was a hospital hut in which sick women were nursed. A foreign lady doctor was stationed in the camp. Dr. BUERGIN, as I

(page 3 of original)

know from many conversations with him, had the greatest understanding for all these women.

Bitterfeld, 19 March 1948.

(signed) Gertrud HEIDELMANN

I hereby certify the above signature of Gertrud HEIDELMANN, commercial employee, from Bitterfeld, Flaeminger Ufer 20, known to me personally.

Bitterfeld, 19 March 1948

(L.S.) (signed) SAUERMILCH, Justizinspektor,
as documentation officer of the office
of the local court.

Certified to be a true and correct copy of the above document.

Nuernberg, 31 March 1948.

(signed) Dr. Werner SCHUBERT
Defense Counsel of the Defendant BERGIE.

Copy

Affidavit

I, Dr. Paul MICHAELIS, medical practitioner, born on 15 June 1881 at Leipzig, residing at Bitterfeld, Griesheimstr. 3, have first been cautioned that by making a false affidavit I render myself liable to punishment. I declare in lieu of oath that my statements represent the truth and were made in order to be introduced in evidence at the Military Tribunal No. VI, at the Palace of Justice in Nuremberg, Germany.

1) I was a member of the NSDAP since 1933 and a member of the Medical Reserve-SA, with an interruption, since 1934. I never held an office in the Party.

From 1918 to 1946 I was works doctor at the Bitterfold Works of the I.G.Farbenindustrie.

2) The foreign male and female workers allocated to the Bitterfold works were, just as German workers, examined as to their fitness for the work contemplated before they were employed. First, all were X-rayed on the screen; in cases where an illness was suspected a big X-ray was made. Persons bodily or mentally ill were not admitted to work but were referred for medical treatment to the camp in which they were housed. These camps were under the medical supervision of Dr. HILGENFELDT who still is works doctor of the Farben and Film Fabrik Wolfen. Workers, obviously unfit, were designated for transport back into their country. Never did Dr. BUERGIN try to influence me in my medical activity to the disadvantage of the foreign workers. On the contrary, he always showed understanding for the special situation and problems of these people. Never were foreigners who

had been declared ill and unfit for work by me on his instruction employed on any work so that they might come to grief.

p. 2

3.) The various plants at the works were under medical supervision according to the provisions of the factory acts. No difference was made, as to examination and treatment, between Germans and foreigners. The foreign workers, in part, just as some German workers, though, were disposed to dodge the regular examination. But they were not punished for this by any means.

4.) If treatment through specialists became necessary, Bitterfeld specialists were consulted. If hospitalization became necessary, the workers were sent to Bitterfeld or Halle, later also to other hospitals, amongst them such of Farben itself. There was a dispensary hut in the camp in charge of Dr. Hilgenfeldt as camp doctor, in which the workers who were fit for work were treated, Dr. Schubardt and Frau Dr. Seebohm assisted Dr. Hilgenfeldt as plant doctors.

5.) Medical treatment for out-patients took place in the factory's polyclinic. No differences were made between foreigners and Germans either. German workers sometimes complained because, according to their view, foreigners received better treatment. When it was found that the foreign worker could not do the work assigned to him for reason of health, he was given by me - just as a German - a certificate to this effect for his superior in the plants. If he contracted an illness necessitating longer treatment, the camp administration and the works' social department were informed, and when it was necessary, he was submitted for being sent home.

6.) The camp administration complied - as I know from repeated surveys - with the regulations prescribed by law. Beyond this, on the instruction of Direktor Dr. Buergin, as long as it was possible at all, additional food items for the foreigners were bought. Dr. Buergin also took the part of the Eastern workers who, according to official regulations, were to be treated worse. I remember for instance that at his express order they received a midday meal of 1½ liters instead of the prescribed 1 liter. People with stomach troubles received, just as the Germans, a diet specially prepared by the factory canteen. I did not make any difference between Germans and foreigners in this or in other points, nor did I tolerate differential treatment by others, and this for the simple reason that my nearest relatives were at the front-line and because I would have considered it a violation of my medical duties if I had treated a foreigner working in Germany any worse than a countryman of my own.

7.) From all utterances, orders and actions of Dr. Buergin it always emerged: that he wished all foreign workers, irrespective of their nationality, to be treated fairly and humanely and he impressed this upon his subordinates.

Bitterfeld, 17 February 1948.

(signed) Dr. Paul Michaelis.

No. 104, year 1948 of the Documents Roll.

I hereby certify the above signature affixed before me by Dr. med. Paul Michaelis from Bitterfeld, personally known to me.

Bitterfeld, 17 February 1948.

(Seal) (signed) Beck.
Notary Public.

F e e s :

Value: 5,000.-- R.

Fee according to par. 39 KO	R. 5,50
Turnover tax	R. -18
	R. 5,68.
	=====

(signed) Bock
Notary Public.

A certified true and correct copy of the above document.

Nuremberg, 27 February 1948.

(signed) Dr. Werner Schubert.
Defense Counsel of the Defendant Buegin.

Copy

Affidavit

I, Karl ZABEL, born on 29 September 1897 in Halle/Saale, residing in Scherzfeld/Saerharz, Haus-No. 266, have been informed that I make myself liable to punishment by rendering a false affidavit. I affirm that my statements are true, and were made in order to be introduced as evidence before the Military Tribunal VI -Case 6- in the Palace of Justice, Nuernberg, Germany.

I was a nominal member of the NSDAP since 1933, however, I held no office, was no party functionary, and I belonged to no party affiliations. In 1919 I joined the German Police, and finally in 1937 I was managing police commissar of the police administration in Bitterfeld. Due to quarrels with the Gestapo in Halle I left of my own accord the police service on 1 May 1937, on which date I became plant protection manager with the I.G. Farbenindustrie in Bitterfeld - Betriebsgemeinschaft Mitteldeutschland⁵ (Central German Group). The directorate of Farben's Central German Group issued on 18 May 1937 a code for the protection of its plants.

In the preface to the plant protection code were stated the tasks and the legal provisions on which the plant protection activities were based. As far as I remember, the following legal references were mentioned: Articles 227 to 229, Civil Legal Code; Article 53, Penal Code; and Article 127 of the Criminal Police Code. Any possible use of weapons was sanctioned by Article 228, of the Civil Code, and Article 53 of the Penal Code (concerning self-defense).

(page 2 of original)

After the outbreak of war, a part of the plant protection officials, particularly those of the field service, were, according to a police order, appointed and confirmed by the police as "auxiliary police officials", and consequently they came under the provisions concerning weapons, in particular provisions concerning fire-arms, which applied at that time. These former orders concerning the use of weapons by the police were legally based on the "Allgemeines Landrecht" (General Civil Code), on Article 53 of the Penal Code, and on rulings concerning the use of weapons specially issued for police and security officers by the Reich Minister of the Interior and Chief of the German Police. According to these provisions, it was, amongst other matters, the duty of the police to shoot at persons "who attempt to escape while being stopped for identification purposes". This provision did not presuppose the commission of an offense or a crime. The mere suspicion that one might have been committed sufficed to stop an individual concerned, and to aim at him if trying to escape.

From 1 May 1937 until 1 March 1942, the time I worked as plant protection manager, there was not a single case of a plant protection member having shot his fire-arms. Until that date (1 March 1942), there was in Bitterfeld no closed camp for Eastern workers, in fact no camp at all which was guarded by the plant protection service. Its activity, therefore, was confined to guarding the plants proper. I know, however, that after I was drafted into the Wehrmacht, I.G. Farbenindustrie Bitterfeld, was compelled, upon orders of the Chief of the German Police (HITLER), to build closed camps to house the Eastern workers. Moreover, the company was obliged to provide, from the ranks of its own plant protection service, the necessary number of men to guard this camp.

These guards, reassigned upon orders, were not any longer subordinate to "I.G. Farbenindustrie Bitterfeld," at least not in their capacity as guards of the Eastern worker's camp. The guard personnel was placed directly under the locally competent security police (Gestapo). I.G. Farbenindustrie merely had to continue to take care of social and economic services for these guards.

When a member of the plant protection service of "I.G. Farbenindustrie Bitterfeld" who was assigned to guard the Eastern worker's camp, shot to death in 1942 an escaping Russian in the exercise of his duties, he did not in this instance fire his gun upon Farben orders, but in accordance to provisions concerning the use of weapons issued by the security police. I find it incomprehensible why in this case Direktor Dr. Buergin should be charged with responsibility.

I wish to expressly state once more that Farben's plant protection service was restricted to plants and installations which were definitely fenced in, and that outside this fenced-in area members of this organization had absolutely no authority to act as public officials. On page 2, third paragraph, of the plant protection code, it is expressly set forth that the plant protection service is barred from exercising any quasi-police or official functions, and that it should merely act in the interest of preventing incidents and for the protection of property to the firm and its personnel.

Scharzfeld, 22 March 1948.

(signed) Karl Zabel.

I certify the accuracy of the foregoing signature.

Scharzfeld, 22 March 1948.

(Seal)

The Mayor
per order, signed Apel.

I herewith certify the foregoing to be a true and accurate copy of the original document.

Nuernberg, 25 March 1948.

(Signed) Dr. Werner Schubert.
Defense Counsel for the Defendant BUERGIN.

Copy

I.G.FARBENINDUSTRIE AKTIENGESELLSCHAFT
WERK SCHARZFELD

WORK PROTECTION CODE.

General: It is the task of the police to take the necessary measures to avert dangers which imperil the public or individuals. Industry is to take measures within its own field to support and promote these police tasks.

In this connection, the legal basis will mainly be found in Articles 227 to 229 of the Civil Code - concerning self-defense and self-aid; and Article 127 of the ~~Criminal Code~~ ^{of Criminal Procedure} concerning temporary arrest. These legal provisions are as follows:

Civil Code, Article 227: An act committed in self-defense is not illegal. Self-defense is that kind of defense which is necessary to ward off an unlawful attack instantly taking place against one's own or another person. (Compare thereto Article 53, of the Reich Penal Code, corresponding with the foregoing)

" Article 228: Whoever damages or destroys an object in order to ward off an impending danger from himself or another person does not act in an illegal manner if the damage or destruction was required to avert the danger and if the damage caused is not out of proportion to the danger. If the party concerned has caused the danger he will be obliged to pay for the damage.

" Article 229: Whoever for the purpose of self-aid, takes away, destroys or damages an object; or whoever for the purpose of self-aid arrests a duty-bound person (Verpflichteter) who is suspected of escaping; or whoever eliminates the resistance of a duty-bound person against an action which he is obliged to suffer - does not act illegally, provided the help of higher authorities cannot be obtained in time, and if, provided immediate measures are not taken, the danger becomes apparent that the realization of the claim will be prevented or made materially more difficult.

Code of Criminal Procedure

~~Criminal Code~~, Article 127: Everybody is authorized, also without a judicial order, to temporarily take into custody a person who is found to commit an offense, or who is in the course of being pursued, if he is suspected of escaping or if his identity cannot immediately be determined.

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The prosecution office and the police and security officers shall be authorized to temporarily detain persons also in the case when the prerequisites of an order for arrest or an order for detention are on hand and if delay would endanger matters. In cases of punishable acts which are being prosecuted only upon motion, a temporary arrest is not depending on the making of such a motion.

The establishment of a plant protection service serves to fulfill these tasks. It must not exercise any official functions. Consequently, the plant protection service does also not require any official authority. Police-official-qualifications, in particular, are neither required nor desired. According to ministerial provisions, designations like work's police, work's commissar, or similar ones, are prohibited.

It should specially be noted that the prevention of punishable acts and of damages is easier and more important than prosecution, punishment and compensation for damages.

Scope of tasks: Whereas in large cities there are established for the task fields of the various police categories (state, protective and criminal police) special police groups and offices; and whereas in smaller cities and in the country their service is more concentrated - it remains up to the industrial enterprises to organize in a logical manner, according to their size and type, their own security problems.

Moreover, the size of a work's protection service shall be conditioned by the location and size of the company concerned, its manner of production, composition of personnel, its neighbourhood and the type and strength of the local police.

Fire Protection: Within the scope of this Work's Protection Code there is no need to discuss in detail the special provisions applicable to fire departments established by certain large companies. In smaller enterprises the work's protection personnel will be able to form the core of a work's fire department which is to be supplemented by the rest of the workers.

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P.3 In case of fire, the fire department will be in charge, with the rest of the work's protection personnel aiding it.

Plant Protection: The work protection service will enforce law and order and security within the plant and its adjacent area.

Included in this connection are the protection of the plant and personnel against losses of all kinds, particularly thefts and other material and property damages, plant stoppages and sabotage, accidents, industrial espionage and treason concerning business and technical secrets.

To put it briefly, the work's protection service has to collaborate with, take care of, and stand up for the rights and duties of the plant's leader and his personnel. It should cooperate with any possible special installations in individual departments, such as the fire department, accident protection service, etc.

In order to make it possible for the members of the work protection service to accomplish their duties, it is expedient, according to Article ^{P.3} 132, of the Reich Penal Code (illegal entry), to vest them with the necessary authority to order unauthorized persons to leave the premises.

Plant Protection Personnel:

The tasks of the work's protection service make evident the necessity of a careful selection of its personnel. In this connection it is more important to consider quality than quantity. The personnel is not to be evaluated according to numbers but according to qualifications. Amongst other matters, the following qualifications must be demanded: absolute reliability and punctuality, honesty, voracity, sobriety, cooperation, an attitude above reproach and courtesy when dealing with the personnel.

The plant protection personnel must always be conscious of its special and difficult position in relation to the other workers.

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and it must avoid everything - during and outside of working hours - what might prejudice the reputation of the company and of the plant protection service.

P.4 Nobody should be egged on by unnecessary remarks to contradiction or resistance. Everything must be avoided what might needlessly violate the worker's self-esteem. If persons are to be detained, this shall be done as inconspicuously as possible. The plant protection personnel is to keep its composure even if the other party indulges in abuses. On the other hand, it must not feel deterred by the wrong kind of considerations, or for personal reasons, to take the proper measures.

Superiors: It is expedient to place the plant protection service as far as possible immediately under the plant leader or his deputy, in order to enable direct oral reporting without the intervention of third parties. This necessity exists especially in plants turning out ~~sensitive~~ products, subjects to secrecy.

According to the type and size of the company, a person shall be designated as responsible manager of the plant protection service, who has experience in the police and/or criminal police field and who devotes the largest part of his time to this kind of work.

Only superiors, but no other agencies, have the right to issue orders to the plant protection personnel.

It is necessary, therefore, to clearly define the channels of command.

General tasks of the
Industrial Police.

Relationship based on mutual trust should obtain between the plants and the industrial police; they are to work with one another, not against one another. The industrial police should be helper and adviser and should not antagonize the plant, just as the plants should not look upon industrial police force as a troublesome supervisory body.

As a rule, the necessary measures to be taken will be agreed upon, through personal consultations, between plant and industrial police. Only if, as an exception, this is not possible, as for instances in security questions of special importance, the decision of the plant management is to be sought.

The head of the industrial police will have to be made available at his wish and immediately the information and figures necessary for the execution of his duties.

Just as the head of the industrial police is supposed to be on good terms with the plant leaders, their deputies and the other people involved, it is incumbent on the men of the industrial police to help, within the wider range of the ^{personnel} ~~labor force~~, to maintain the same relationship of trust, so that the labor force will turn to the industrial police full of trust if the need arises.

During the working hours, quiet and order in the plant buildings is mainly the concern of the plant itself. It will, however, have the support of the industrial police in this task. The larger the plant the less this support can be dispensed with.

Working hand in hand is of course a pre-condition for this.

The industrial police force must - apart from some specially stated cases - have the right to enter all the rooms of the plants at any time.

Special tasks of
the Industrial Police.

The following tasks may be listed here:

- 1.) Order and security on the plants' grounds.
- 2.) Prevention and detection of thefts and other offenses and damage.
Safe storage, guarding and salvaging of valuable material imperiled through weather conditions, theft, etc. Detection and reparation of damage to building, plant, stocks, etc.
- 3.) Prevention and combating of industrial and economical espionage, and of betrayals of business and plant secrets, and of sabotage.
- 4.) Safeguarding of personal and vehicular traffic within the plant, including the issuing of works passes.
- 5.) Keeping roads and open spaces clear for traffic, removal of obstacles or securing of danger spots in order to prevent accidents.
- 6.) Examination of vehicles of all kinds including railroad wagons and locomotives, hoisting cranes with regard to their load in order to prevent embezzlements.
- 7.) Enforcing any smoking bans, removal of inflammable goods. Enforcing the accident prevention regulations, preventing unauthorized people to enter rooms marked: No admittance.

- 8.) Fight against waste of light, steam and water outside the plant buildings, including losses through leaking pipes and so on.
- 9.) Supervision of factory fences, cycle stands, waiting rooms, rest- and bathrooms, gardens, etc. with respect to upkeep, proper use and cleanliness.
- 10.) Assisting the plants against misuse of the means of transportation and of labor outside the plant buildings.
- 11.) Assisting the plants in the execution of the provisions contained in the plant regulations and otherwise issued for the maintenance of quiet and order and security, such as ban on alcohol and ban on hawking and proper start and end of the working hours, during breaks, etc.
- 12.) Assisting the fire brigades in the cases of fires, explosions, accidents, extraordinary interruptions, etc. Detection of their causes in cooperation with the plants.

For the execution of these special tasks of the industrial police, implementing regulations are to be issued in such a way that, if possible, any member of the industrial police will be able to act properly according to his own judgment.

Bitterfeld, 18 May 1937.

I.G. FARBENINDUSTRIE ANTIENGESELLSCHAFT
for The Board of Directors
(signed) von der Boy.

Certified to be a true and correct copy of the above document.

Nuernberg, 31 March 1948. (signed) Dr. Jerner Schubert.

Defense Counsel for the Defendant
BUERGIN.

Copy

AFFIDAVIT

I, the undersigned Fernand LAFARGUE, born at Bauwiller (B.-R.) on 5 June 1921, hereby depose the following with regard to my deportation to Germany by the Nazis.

1.) The various camps for foreigners working for the Farben plant at Bitterfeld were as comfortable as possible. They were constantly heated and kept at a nice temperature by the central steam heating system. Day and night you could take a warm or cold showerbath in the comfortable rooms set aside for this purpose. The rooms were cleaned every day. Daylight entered through glazed windows and in the night they were lit up by electricity. Every man had a closet which could be padlocked. The very well appointed canteen provided coffee or broth according to the hour of the day. A bar sold, at a very reasonable price, good quality beer and all sorts of toilet articles and groceries. The tobacco ration was issued there regularly and exactly. Every man was given, not just an ordinary meal ticket, but a card valid in the camp and authorizing him to take his meals at the canteen at noon and in the evening and to draw his rations of bread, sugar, sausage, margarine, preserves, white bread, etc. which were scrupulously given him at the appointed time.

Baths were periodically disinfected. The camp itself was kept properly, with an eye to hygiene, harmony and comfort.

2.) At the factory the situation of the men varied according to the workshop, but on the whole, the foreign worker was treated there like the German workers of the same rank as he. Likewise,

(page 2 of original)

if the foreigner did a specialist's job at the Farben plant, he shared all the advantages which the same German specialists had. P.2 Those employed at the Farben plant as laborers were treated like the German laborer of the same rank. Work clothes: blouses, shirts, gumboots were distributed to the foreigners to the same extent as to the Germans. Against one of his tickets the foreigner could eat at the factory a portion equal to the one of the German workers. Medical care was the same for the foreigner as for the German (all medical care and articles were covered by the insurance). The foreigners were not punished more severely for the same infraction of the regulations than the German workers.

The free worker was allowed to go to town, to the theatre, to the coffee-house, when off work. He could even travel during his leave armed with a police visa which was rather easy to obtain. Leave was given regularly. Only when the collapse approached, in 1944 (April), was leave suspended for the foreigners outside Germany, and it was completely suspended, as well as all movement on the German territory, in the summer of 1944. This was done on account of the foreign situation, as a result of a government decree, and not on the initiative of the Farben management.

Forced labor tickets were given to the foreigner as well as to the Germans. - Thus, far from aggravating a difficult situation for which the Nazi Party and the HITLER Government are solely responsible, the Farben management has done everything to treat humanely the foreigner depending on it.

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In testimony whereof I have given the above affidavit.

Done at Montpellier
19 February 1948

(signed) LAFARGUE

3 Place Chabreau, Attorney-at-Law

Visaed for the certification of the
signature of Mr.
LAFARGUE, Fernand
facing this.

Montpellier, 21 February 1948.

Police Inspector

(H.S.) Signature

Certified to be a true and correct copy of the above document.

Kuernberg, 11 March 1948.

(signed) Dr. Werner SCHUBERT
Defense Counsel for the Defendant BUERGIN

Copy

Affidavit

I, Dr. Friedbert RITTER, born 18 February 1900 at Hessisch-Lichtenau, residing at Knapsack, Landkreis Koblitz, am aware that I render myself liable to prosecution if I make a false statement on oath. I declare in lieu of oath that my statement is true and that it was made for use as evidence at the Military Tribunal No. VI -case 6- Palace of Justice, Nuernberg, Germany.

1) I entered the NSDAP in 1941 as party-candidate. I did not belong to any of the party organizations and never held an office. Since 1923 I worked as a chemist first for the Chemische Fabrik Grisehain-Elektron and after its merger with the I.G.Farbenindustrie for the latter. Upon the orders of my superior I accepted the post of business manager of the Aluminiumwerk G.m.b.H. in Bitterfeld.

2) The Aluminiumwerk G.m.b.H. with plants at Bitterfeld and Aken produced mainly smelter aluminum in the form of raw and rolled bars which were sold to rolling and alloying plants. Moreover Silumin and some Hydronalium alloys were produced and on a very small scale also purest aluminum. All these products were fabricated by the Aluminiumwerk to the stage of semi-products for the rolling-mills. The distribution and further uses of these products was in the hands of Reich-offices. We had no influence over the uses of our products nor any information as to the purposes the individual products were to serve, although naturally we did know that in the first place they were used in the construction of motors and airplanes.

(page 2 of original)

3) In 1941 when I joined the management of the Aluminiumwerk the workers were already largely foreigners as in most German factories. A part of these foreigners had worked in the German industry already before the outbreak of the war. They came during the years before the war and during the war at first especially from the South-East of Europe, hence from Austria, Czechoslovakia, Jugoslavia etc. These foreign workers partly preferred work in Germany to the military service in their homeland; partly they came because of the unemployment at home and because they were eager to see Germany and to earn good money. When the demand for workers increased in their homeland during the war, some of them went back again to work there.

4) During the war the plant had to depend more and more on civilian workers from enemy-countries and on prisoners of war. The plant received orders from the competent armament headquarters for a certain high production and was therefore forced to accept the laborers which the labor office had procured for it. The refusal of a plant manager to use these workers would have invariably been considered as sabotage of the war economy and would have been punished accordingly. We were not eager to have any force exerted upon the foreign workers when they were recruited, because we realized that it would be difficult to work with unwilling workers. Our chief concern was to obtain voluntary workers and to treat them in our plant in such manner that under the war-conditions they should feel somewhat at ease and would enjoy their work to a certain extent.

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Under very great difficulties we did on the whole succeed in this.

5) As far as the changing official regulations permitted it at all, the foreign workers were paid by the plant exactly like the German regular workers. They were housed mostly in large camps, the maintenance of which constituted a considerable financial burden and required ever greater efforts owing to the growing difficulties to obtain building materials and furnishings.

6) The work at the Aluminum furnaces is heavy. It therefore requires much physical strength on the part of the laborer. The fact that it was hard work was officially recognized. Hence the workers received the so-called heaviest workers card (Schwerstarbeiterkarte). With this Schwerstarbeiterkarte they could buy additional food beyond the full board which they received at the camp. Moreover, the plant furnished a warm meal during the working shifts. Since according to the regulations of the competent authorities the camp had to furnish special food for the Russians and Poles, food that in quality and quantity was inferior to the food of the other foreigners, we decided to supply this category of foreigners with special additional food - without ration stamps -, consisting of a liter of thick soup daily. The procurement of the material for the feeding of the workers at the plant became ever more difficult during the war-years. On the other hand we had the satisfaction to see these Russians and Poles, some of which had come to us in pitiable physical condition, so improved because of what they had to eat that they could do a real days work. The weight of all the workers, of the Germans

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as well as of the foreigners and especially the Russians, was medically checked every 14 days and we could notice that on the average there was a considerable increase in weight. In other respects, too, all the workers were subject to regular medical check-ups.

7) Besides these civilian foreign workers we received in the course of the war in always larger numbers prisoners of war as workers. For their feeding the respective Prisoner of War Camp (Stalag) was responsible. For prisoners of war we had to pay the same wages as to the other workers, however it had to be paid to the Prisoner of War Camp. Regarding the wage settlement with the prisoners of war we lack information. To our own satisfaction the plant had no disciplinary authority over the prisoners; only the guards supplied by the Stalag could exercise such authority. I have not heard of any case where a prisoner of war had refused to work stating as his reason that the work was in violation of the international agreement concerning prisoners of war. Upon our inquiry the Stalag repeatedly informed us that this question had been examined and there were no objections. It did happen that prisoners of war refused to do certain types of work because they were too hard. Others feigned injuries or illness in order to get off from work. Notwithstanding the fact that it was strictly forbidden to give out any food beyond what was officially authorized, we supplied the Russian Prisoners of War as well as the Russian civilian workers with the additional meal already mentioned. The Russian Prisoners of War were especially in need of it because a part of them came to us in very bad condition and did not receive gift-

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parcels from home like the Prisoners of War from the West. As the result of our additional feeding the physical condition of the Russian Prisoners of War improved considerably and a large part of them developed into very reliable workers. Many of them thanked me personally and some of them, after the Americans occupied Bitterfeld, were very reluctant to leave Bitterfeld because they had no desire to return to Russia. While the Americans were taking over it even became necessary on part of the Russians to use forcible measures against quite a number of these people in order to get them out of the camps.

8) Only a very small number of foreign women were employed in the Aluminum-plant and of course not in the line of production but mostly for cleaning chores in the buildings, some temporarily also for loading. These Russian women were housed in special barracks on the plant grounds and they received their food entirely from the plant. From a collection taken up by my secretary - which, of course, was against the regulations of the state - these women received small gifts in the form of underwear, clothing and ornaments on Christmas which they accepted very gratefully.

9) I arranged to have confidential agents selected among the foreigners who came to me about twice a month to bring the wishes of their countrymen before me. In these meetings I treated the confidential agents naturally as comrades representing workers whose work we appreciate. On account of my manner of dealing with the confidential agents, I was called to task by the Gestapo because my conduct had been reported by a spy. I escaped disciplinary punishment and arrest only

(page 6 of original)

by emphatically referring to what SAUCKEL had declared as a necessity, namely to treat the foreigners in such a way that they would do their work gladly and most profitably.

10) With Herrn Dr. BUERGIN who represented the interests of the I.G.Ferbonindustrie at the Aluminiumwerk Bitterfeld and in whose camp for foreigners the workers of the Aluminiumwerk were also housed, I exchanged views regularly during the entire time of my activity at Bitterfeld. Particularly on the treatment of the foreigners I kept him constantly informed and he welcomed it very much whenever things could be made easier for those people. I know that he with his subordinates constantly and effectively endeavored to have the foreign workers of the I.G. treated, fed and housed the best possible. But with the size of his plants and the consequently much larger number of foreign workers he could not, even with the very best intentions, accomplish as much, especially in the "black" procurement of foodstuff, as I could in my much smaller plant.

Knapsack, 24 February 1948.

(signed) Dr. Friedbert RITTER

(Dr. Friedbert RITTER)

Document File No. 177 for 1948.

I hereby certify that the above signatures of Herrn Direktor Dr. Friedbert RITTER at Knapsack are authentic.

Koeln, 24 February 1948.

The permanent deputy of the Notary Public
Dr. B. STEINER:
(L.S.) (signed) Dr. STEINER
Notar-Assessor

This is to certify that the above is a true and correct copy of the original.

Muarnberg, 27 February 1948.

(signed) Dr. Werner SCHUBERT
Defense Counsel of the Defendant BUERGIN.

CERTIFICATE OF TRANSLATION.

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the document book BUERGIN No. 7.

Muernberg, 21 April 1948.

Pages	1 - 13	Jack Markhein AGO D 230 019
"	14 - 23	E.H. Redelstein X 046 289
"	24 - 30	E. Oettinger AGO A 444 369
"	31 - 37	A. Ehrmann ETO 20 116
"	38 - 45	Th. Klein AGO D 150 307
"	46 - 51	A. Ehrmann ETO 20 116
"	52 - 27	E.H. Redelstein X 046 289

Case 6
Defense

Military Tribunal No. VI
- Case 6 -

Documentbook VIII

for

Dr. Ernst B u e r g i n

Submitted by
Attorney-at-law
at present Nuernberg



Lang

I n d e x

to

Document Book VIII Buergin

Exhibit No.	Doc. No.	Document	Page
100		Affidavit, dated 8 April 1948 of Dr. Bernhard SCHOENER, correcting his affidavit of 22 December 1947 (Buergin-document No. 16, exh. "c." 78). At Bitterfeld no phosgene was manufactured as erroneously stated, but carbonmonoxyde for formic acid.	1
101		Affidavit, dated 12 April 1948, of Julius F r a n z in which in contrast to the description in the prosecution exhibits 1996-1999 the position of the commercial director ZIEGLER at Bitterfeld is clarified. ZIGLER was in charge of the commercial division of the department electro-metal, which was not subordinated to Dr. Buergin, but to the sales-combine chemicals at Frankfurt (Main).	2-4
102		Affidavit, dated 30 March 1948, of Fernand LAFARGUE, court-lawyer at Montpellier (France), concerning the conditions in the labor camps at Bitterfeld and the treatment of the foreign workers in the factory. The author praises the condition of the barracks with their comfortable furnishings, central heating, the washing and shower facilities and the periodical disinfections. Unskilled foreign laborers and specialists received the same wages and worked under the same conditions as the German workers in corresponding categories. This was true also with regard to work-clothing, feeding of the workers at the plant and medical care. Any punishment of the foreign workers for violations of the work regulations was not harder than that of the German workers. Not until 1944 were furloughs restricted and finally discontinued by order of the German Government.	5-7

I N D E X

to

Document Book VIII, B u e r g i n

Exh. No.	Doc.No.	D o c u m e n t	Page
	103	Affidavit dated 16 March 1948 of "ilda GREUTER-CHEFFOLI, former Italian now Swiss citizen, together with an accompanying letter in which the affiant states that on account of reports in the newspapers, concerning the I.G. trial, nobody was willing to certify her signature. Affiant reports about the satisfactory furnishing of the camp for women and about the sufficient food provisioning. She describes the fair treatment by the female camp leader and the special service facilities in the camp. She emphasizes that the unclean and badly educated female workers of various nationalities did not take proper care of the camp installations, that they soiled and destroyed the equipment and even sold part of it.	8-10
	86	Affidavit, dated 8 February 1948, of the former department chief at Bitterfeld, Friedrich E h r l i c h, concerning the decent treatment of the foreign workers by the Directorate of the I.G. at Bitterfeld which deviated from the attitude emphasized by the state concerning the foreign workers. Near the end of the war instead of the voluntary workers, workers recruited by compulsory means came to the plants and the work conditions, especially with regard to furlough and work clothing, deteriorated. The plant managers did their utmost in order to alleviate the living conditions of the foreign workers under the worsened economical situation and tried to protect them from excesses of the police. Dr. Buergin did not hold the Nazi ideology in very high esteem. He intervened courageously for half-Jews and for the Swiss citizen FOEHR, who endangered himself by political utterances,	111-15

I n d e x

to

Document Book VIII, Buergin

Exh. No.	Doc. No.	D o c u m e n t	Page
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and ordered that the foreign workers were to be admitted in the airraid protection shelters.

104

Affidavit, dated 29 April 1948, of Dr. Hermann Lang in connection with prosecution exhibits 2174, 2176 and 2178. Affiant emphasizes that there was always a sufficient number of beds for sick workers available, that every employee of the I.G. Bitterfeld had the ambition to make the labor camps (of the I.G.) the best in the vicinity and that complaints by the Labor Front were welcomed as an incentive for the camp managers.

16-18

Order for making corrections filed in book No. I after the index.

COPY

FFID. VII.

I, Bernhard SCHOMER, born 30 May 1884 in Freyburg/Unstrut, resident at Ober Rast dt, district of Rast dt, having been duly warned that I make myself liable to punishment, if I make a false affidavit declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal VI, case 6, Palace of Justice, Nuernberg, Germany.

In my affidavit of 22 December 1947, BUEKGIN - document No. 16, sub-division 6) first sentence, I stated the following: The Bitterfeld plant manufactured phosgene already in peacetime as far as I know for formic acid, and, therefore, a product used for peace purposes only. (acid remains Friedmann-product)." I made a mistake in this statement which I herewith wish to rectify. The I.G. Bitterfeld never manufactured phosgene. I have, in sub-division 6), confused phosgene with carbon monoxide, which was manufactured in Bitterfeld for formic acid.

Nuernberg, 8 April 1948

signed: Dr. Bernhard SCHOMER

The above signature of Dr. Bernhard SCHOMER affixed before me Dr. Werner SCHUBERT, defense-counsel at the Military Tribunal No. VI. is herewith certified and witnessed by me.

Nuernberg, 8 April 1948

signed: Dr. Werner SCHUBERT

This is herewith certified to be a verbatim and correct copy of the above document.

Nuernberg, 14 April 1948

signed: Dr. Werner SCHUBERT

Defense Counsel of the defendant BUEKGIN.

Copy

EXHIBIT VII.

I, Julius F. BUEGIN, born 31 May 1891, at present at Nuernberg, jail, having been duly warned that I make myself liable to punishment if I make a false affidavit, herewith declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal No. VI, case 6, in the Palace of Justice, Nuernberg, Germany.

Since 1928 I was the manager of the business administration of the works-combine Mitteldeutschland of the I.G. Farbenindustrie plant in Bitterfeld, and from 1943 on my title was that of a director.

I herewith testify the following to prosecution-exhibits 1996 to 1999, documents II-14530, 14529, 14531, 14521 which contain an exchange of letters between Director EISENFLIGER or his office in Berlin and Director ZIEGLER in Bitterfeld, as well as a letter from the department "Elektrometall" in Berlin to Director ZIEGLER in Bitterfeld.

There existed a "Department Elektrometall" in Bitterfeld the technical side of which was managed in 1941, when these letters were written, by Dr. ALTWICKER, whereas Director ZIEGLER was in charge of the commercial side. While the technical side was supervised by Dr. BUEGIN, as chief of the Bitterfeld plants and the works-combine Mitteldeutschland, the commercial side was not in charge of Dr. BUEGIN. The sales-department of "Elektrometall" was under supervision of the works-combine Chemikalien in Frankfurt/Main and therefore of Vorstand member HENNER-ANDRASE who died in 1943. With or under HENNER-ANDRASE worked Director EISENFLIGER in a special office in Berlin, which also dealt with commercial questions concerning

(Page 2 of Original)

light metals.

Questions concerning the status of Herr ZIEGLER, questions of salary etc. were always settled from Frankfurt (Main). He was in no way under orders of Dr. BUEHRIG, also not in disciplinary matters. Nor had I, as chief of the entire commercial administration of the works-combine, which included book-keeping, purchasing-, shipping-departments and the warehouses, any influence upon Dr. ZIEGLER who was not under my jurisdiction.

ZIEGLER's sphere was the sale of electrumetals, hydronium and igdur, but not that of pure magnesium the sale of which was managed by Herr MEYER-BUESTER, which means actually the sale of all aluminum and magnesium-alloys. Herr ZIEGLER was also in charge of purchases of scrap-iron and occasionally that of light metal from abroad, for instance the purchase of magnesium which was for some time bought from Dow in the U.S., and purchase in France, also the purchase of aluminum which was needed for alloys from the aluminum-Sales-Combine (AVG). During the war ZIEGLER also had a special order from Dr. BOELKEBERG who, on his part acted on special orders of GOERING. ZIEGLER was supposed to buy magnesium either as raw magnesium or as an alloy for the German processing plants. In this the activity of the I.G. Farbenindustrie was restricted to that of distributor, collecting, on order of Zepfendorg, the purchased metal to individual processing-plants according to their processing capacity. Even in this special commission ZIEGLER was not the subordinate of Dr. BUEHRIG but that of MEYER-BUESTER. Dr. BUEHRIG had, therefore, no influence upon the winding up of ZIEGLER's tasks in his special sphere of light metal sales and light metal purchases. The exchange of letters between Director MEYER-BUESTER and Herr ZIEGLER is therefore an internal matter solely concerning

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Document No. 101

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business executives. Dr. ZINGLER's sending a carbon-copy of the letter of 8 August 1941-prosecution exhibit 1998 to Dr. BURGIN and Dr. MUELLER was undoubtedly no more than an act of courtesy towards colleagues working in the same plant. As I can see from the document, Dr. MUELLER's two letters were not passed on to Dr. BURGIN.

The "Department Elektrometall" had a branch-office in Berlin in which Herr BOLLMEYER worked among others. This branch-office too was under the supervision of the sales-office Chemikalien in Frankfurt (Main) as well as the main bureau of the Elektrometallwerk in Bitterfeld. Herr and Dr. BURGIN had anything to do with the purchase of magnesium from France mentioned in the letter of BOLLMEYER of 15 October 1941, -prosecution exhibit 1999. No, therefore, did not receive a carbon copy of this letter.

Muernberg, 12 April 1940

signed: Julius FRITZ

The signature of Herr Julius FRITZ, at present Muernberg jail affixed before me, Wolfgang Theobald, assistant defense counsel at the Military Tribunal VI, case 6, is herewith certified and witnessed by me.

Muernberg, 12 April 1948

signed: Wolfgang THEOBALD

The verbatim and true copy of the above document is herewith certified.

Muernberg, 14 April 1948

signed: Dr. Werner SCHEUBERT

Defense Counsel of the defendant BURGIN

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C O P Y
A F F I D A V I T

I, Fernand Lafargue, attorney-at-law, born on 5 June 1921 at Brauxwiller (B.R.), residing at Montpellier, 3 Place Chabreau, having been duly warned that I make myself liable to punishment if I make a false affidavit declare under oath that my statement is true and was made in order to be introduced as evidence before Military Tribunal VI at the Palace of Justice Nuernberg, Germany.

1.) The various camps for foreigners, who were working at the I.G.Farben Bitterfeld, were as comfortable as possible. They were always well heated by a central steam heating system. Day and night, people could take warm and cold showers in comfortable rooms that were provided for this purpose. The rooms were cleaned daily. Daylight could enter through a light - bay covered by glass, and at night the rooms were well lighted by electricity. Every person had a wardrobe which he could lock with his padlock. The canteen was well run and freely supplied coffee or herb teas depending on the time of the day. A special counter sold beer of good quality and a variety of toilet and grocery items at reasonable prices. The tobacco ration was regularly and thoroughly distributed there. Everybody received not an ordinary food card, but a card which was good in the camp and which allowed him to buy a meal in the canteen for lunch and supper and then draw rations of bread, sugar, sausage, margarine, jam, white bread etc., which was scrupulously distributed whenever desired. Periodically, the barracks were disinfected. The camp itself was very well kept with regard to hygiene, social life and comfort.

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2) At the factory the conditions of the workers varied from plant to plant, but on the whole the foreign worker was treated like the German worker who had the same job. Thus, if the foreign worker in the I.G. Farben did specialist work he would have the same advantages as the same German specialists. Unskilled foreign labor was treated like German unskilled labor. Pay was alike with that of the German workers within the same class of work. Working clothes, i.e. suits, shirts, and goshes, were distributed to the workers in the same manner as to the Germans. The foreign worker could eat at the factory for one of his camp tickets the same meal as a German worker. Medical care was administered for foreigners and Germans alike. (All services and medications were entirely taken care of by insurance). The foreigners were not punished more severely than the German workers for one and the same offense against the regulations.

In his spare time, the foreign worker could go to town, to the movies or to ^{clubs} after working hours. He could even travel during his leave if he had a police visa which could easily be gotten. Furlough was granted regularly. Only after the April disaster in 1944, trips outside Germany were suspended and in Summer 1944 completely cancelled as was every movement within German territory.

This was in consequence of the situation abroad and was due to a government decree and not to the initiative of the I.G. Farben management.

The cards for compulsory labor were distributed to foreigners and Germans alike. - This, the I.G. Farben management did not only not aggravate a situation which was already rather difficult and for which only the Nazi party and the Hitler government are responsible, but it did everything to treat humanely those foreigners who worked for the I.G. Farben.

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I certify that I have made the foregoing affidavit.
Done at Montpellier

30 March 1948
sgd. Lafargue.
Attorney-at-Law

I herewith certify the above signature of M. Lafargue
affixed before me.

Montpellier, 30 March 1948
The Police Commissioner
signature
(Seal)

I herewith certify that the above is a true and verbatim
copy of the foregoing document.
Munernberg, 16 April 1948

sgd. Dr. Werner Schubert
Defense Counsel for the defendant
BUEGIN

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Copy

Dr. Werner Schubert

Niedererlinsbach
27 March 1948

As I see from your letter, it is necessary for me to go to an attorney in order to have him certify that the document was signed by me. According to what has been in the newspapers about what has happened nobody believes that the camp at Bitterfeld was furnished in such a way. I regret, but I must return the testimony only with my signature as everybody refused to certify it. The only American Consulate is at Bern, where it is impossible for me to go since I expect to give birth to a child any day now. Please permit me to ask you whether you have used German or other stamps. I would appreciate very much if you would send me some as I am an enthusiastic philatelist.

With best regards and thanks.

sgd. Greuter-Cheffoli

Affidavit

I, Wilda Greuter-Cheffoli, born on 6 September 1925, residing at Nd. Erlinsbach (Switzerland) having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made in order to be introduced as evidence before Military Tribunal No. VI - Case 6 - at the Palace of Justice, Nuremberg, Germany.

I was from 22 June 1944 until 19 April 1945, the day the American arrived, at Bitterfeld and I remember apart from the women's camp, in which I was, also the work camps "Marie" and "Antonie". As far as the equipment of the camp is concerned I can only say the best.

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In the women's camp the barracks consisted of 8 large and one small bed-rooms. There were 8 toilets, 3 bathrooms, 2 showers about 20 to 30 preclain zincs with warm and cold water which was running all day long. The bed-rooms were furnished with 12 double-decker beds, 12 wardrobes, which could be locked, 12 stools and one table. There was a large radiator for central heating, and we never suffered from cold. Each one of us women had 2 blankets and one sheet. Zincs, showers, bath rooms, and corridors were cleaned by a woman who was specially hired for that purpose. There was in the women camp also a hall where one could drink beer and gather socially.

As to food one could get as much coffee as one wanted in the morning and at night. Every two days a half a loaf of bread was distributed, also 50 grams of butter per week, every two weeks a half a loaf of white bread, 250 grams of sugar and marmolade. The meals changed every day. In the evening we had soup, on Sundays meat and also pudding. ~~The food was supplied for us and the other women by the camp kitchen.~~ The food cost us I think Rm 7.00 per week.

There were various nationalities in the camp, among them Croats, Poles, Greeks, Italians and some others; but one must truly say of them that they were unclean and poorly educated. Frequently toilets and zincs were soiled; the women lacked neither water nor time to clean up, but good will and sense for cleanliness were missing. I still remember that in my room we had young people who during the time between work and supper played around in the beds not because they were tired but out of mischief. They also let their clothes become dirty and ragged.

There was also a dispensary in the camp

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and when one had to go there one would get everything from the woman camp leader. She was the best woman I ever met in Germany. Considerate and nice to all women and in everything. The camp leader of the women's camp treated all of us well and nobody complained about his conduct.

In the beginning, we were free as often as we wanted. On Saturdays work ended at noon, and the Sundays were free, only every third Sunday we had to work in the morning. The barracks always were full of men; we had too much freedom. Later on, the woman camp leader forbade the long conversations with men in the rooms, and myself and some other women were truly happy since in this way the immoral conditions, which had gone out of hand, ceased. I had repeatedly complained about the conditions and passed on my complaints through the interpreter, Herr BREITER.

In the camp "Marie", there was a large service club and on several Sundays theater performances and concerts were offered there. On the whole, the camps were well equipped, but the women destroyed and broke the furniture. They sold or cut up many blankets.

Every three months the barracks also were disinfected.

Nd. Erlinsbach, 16 March 1948

sgd. Frau Greuter-Cheffoli Wilda

I herewith certify that the above is a verbatim and true copy of the foregoing document.

Nuremberg, 23 April 1948.

sgd. Dr. Werner Schubert
Defense Counsel for the defendant BUEGIN

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C O P Y

A F F I D A V I T

I, Friedrich E H R L I C H , born in Travnik in Bosnion 3 July 1903, residing in Dorney, Windsor in Berkshire, U.K., have been duly warned that I make myself liable to punishment if I make a false affidavit .

I declare under oath that my statement is true and was made in order to be submitted in evidence to Military Tribunal No.VI- Case 6 - in the Palace of Justice, Nuernberg Germany.

Regarding the treatment of the foreign workers who were employed at the I.G.Farbenindustrie Bitterfeld during the war, I can state the following: as is well known, in the Third Reich a definite mental attitude with regard to foreigners was assumed with crass distinctness by the state according to which every non-German, or at least non-German person was second-rate. This attitude of the Nazis was applied even to their allies, except that there the attempt was made at partial concealment. In view of this regrettable mental attitude which the state expressed through propaganda and through its decrees, and in view of the food situation, which was becoming worse and worse with the long duration of the war, the treatment of the foreign workers in Bitterfeld can be termed good on the whole. The plant management and some of the department heads and under their influence other workers as well, did not let the foreigners sense the attitude of the State and as regards food and shelter, they did whatever was possible to make life bearable for the foreign workers. There was much in the treatment and care of the foreigners which did not meet with my approval or my consent; if a great deal was not

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improved, this did not happen from lack of good will, but because of the inadequate condition or because of the inadequacy of the persons responsible for the care. Whenever a department head approached the directorate with a practical suggestion for an improvement of the situation of the foreign workers, these suggestions were always approved. I was never turned down by the directorate if the suggestion was practicable.

Conditions naturally became generally worse during the war. Until about 1942 the foreign workers were recruited wholly on a volunteer basis as far as I know, or they were brought to Bitterfeld in groups as so-called "loan workers" by their firms abroad. Apart from the fact that they were housed in a camp, as were many German compulsory laborers they could on the whole be considered free workers. As far as restrictions existed for them, these were issued by the authorities and not by the plant. They had their paid vacations and free trips home, and their contracts, as far as I know, were always adhered to. I myself had three artisans of this category in my department, who for almost five years were some of my best people and for whom I could even gain permission from the local authorities to live in private quarters, since this was made a condition by the people for their further activity.

To be sure, later there were exclusively workers who had been brought in under compulsion, and the working conditions became worse inasmuch as the vacations to travel home were granted only very rarely and finally not at all. On the other hand, vacations which were spent in camp, i.e. in Bitterfeld, were always granted.

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The leave money allotted for the leave was payed the same as for German workers. As the economic situation deteriorated during the war, the clothing situation also became worse; the increasing difficulties were attacked with every available means, but with fewer and fewer results.

It was due to the intervention of the individual plant manager for their foreign workers that their lot in view of the deteriorating conditions was made as bearable as possible, and that they were also protected from excesses on the part of subordinate agencies of the state or of the plant. Even in cases in which foreigners had fallen into the hands of the Gestapo, a partial release from punishment could be achieved in individual cases by influencing the latter. Thus, I succeeded in effecting a partial abatement of punishment in the case of two of my foreign mechanics, a Frenchman and an Italian, who had been sentenced for possession of alleged weapons (homemade, fairly long knives).

The foreign workers who were employed in my department left me^a letter when they departed in 1945, in which their spokesman voluntarily certified that I was politically above reproach and expressed gratitude and appreciation for my attitude and for the help and treatment I had accorded the foreigners.

Herr Dr. BUERGIN, the head of the Bitterfeld Plants, was in the Party, of course, but it was well known in academic circles how little he thought of the ideology and practical activities of the Party. Many ironic remarks, derogatory to the Party, were made in these circles.

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I
Here/will cite a few instances which do him credit as a person.

One was his courageous intervention for two plant workers who as half-Jews had repeatedly been seriously endangered, and whose removal was again and again energetically demanded by the Party, for the last time in October of 1944. These men owe their jobs, and in all probability their lives, to Dr. BUEGIN.

A Swiss citizen employed in Bitterfeld, Dipl. Ing. FOEHR, had seriously incriminated himself by imprudent statements, extremely dangerous to him, concerning the outcome of the war and concerning Hitler. FOEHR owes it solely to Dr. BUEGIN's intervention that the persecution was stopped and that he could return to his homeland without anything happening to him after he left the service of the plant. The plant was financially generous on this occasion. The limited number of bomb-proof bunkers finished during the last months of the war was for a time to be used by Germans, in accordance with official orders. In contrast to this, the foreigners were to continue to use the shelters underground, to be sure, cemented and otherwise conscientiously constructed, which had previously been in general use but which had become outdated in the face of the increased effectiveness of the bombs. This order met with violent disapproval of a part of the plant managers and a large part of the German workers. Upon the energetic complaint of the above-mentioned plant managers, this order, in the face of the most strenuous resistance on the part of the air-raid shelter control, who pleaded danger from over-full bunkers, was removed by Dr. BUEGIN, and the bunkers were also made available for the use of all foreigners.

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I am naturally well acquainted with Dr. BUERGIN, but have never been preferentially treated by him, and I do not feel that I am personally obliged to him for any other reasons. Our relationship was the usual one between chief and employee. I am making this statement under oath of my own free will. It relates the conditions as I saw them, and it is very possible that I did not know a great deal of the conditions in Bitterfeld, if only in view of the size of the plant and the very great number of foreigners and prisoners of war.

In conclusion, I would like to state that I neither belonged to the NSDAP, nor was I ever in favor of it.
Dorney, 8 February 1948.

(signed) Friedrich Ehrlich

I certify that the signature above and to the attached sheets have been signed in my presence.

(signed) John F. Leyer
Major of Slout
14th Febr. 1948

The verbatim and true copy of the above document is hereby certified:
Nuernberg, 1 March 1948

(signed) Dr. Werner Schubert
Defense Counsel of the Defendant
BUERGIN

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C O P Y

A F F I D A V I T

I, Hermann Lang, born in Wuerzburg, 15 July 1892, residing in Friedberg/Lessen, at present in the Internment Camp in Darmstadt, have been duly warned that I make myself liable to punishment if I make a false affidavit.

I declare under oath that my statement is true and was made in order to be submitted in evidence to Military Tribunal No. VI- Case 6 - in the Palace of Justice Nuernberg, Germany.

I was a member of the NSDAP from 1937, of the Allgemeine SS from 1933 on, am a Chemist, PhD, and until 1945 was director of the I.G.-Farbenindustrie in Bitterfeld, and acting plant leader.

I have before me a letter of the Landrat in Bitterfeld dated 25 September, 1942, a report of a visit of inspection by the deputy of the central inspectorate of the German Labor Front for the care of the foreign workers on 25, 26 and 27 August 1943, and a letter of the Office of Industrial Supervision in Wittenberg dated 9 February 1944, in which:

- a) the shortage of dispensary beds in the foreign workers' camp is pointed out,
- b) various other objections are made.

Regarding a) I would like to say the following :

I.G.Farben made possible the setting up of the Bitterfeld hospitals by its donations, and thereby had a right to have its employees, foreign workers as well, medically treated there. The Landrat, who naturally had to see that no shortage in beds for the civilian population developed, accordingly referred to the setting up of dispensary barracks which had been ordered, and which were already there in the camp anyway.

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It actually took an unusually long time to set up the camp hospital, partly from a shortage of materials, partly for a special reason. Construction on a really a model hospital for the foreign workers had been started by I.G.Farben. During the construction, orders were issued by the Labor Front for drastically simpler and more economic methods of building. The Labor Front wanted to halt construction on the new building and to erect simple barracks according to its provision, I.G.Farben wanted to continue work on the new building, in view of the extent of progress made on its construction. The criticism in the letter submitted is premediated and may be traced back to this internal conflict. Finally, I.G.Farben won out, and the hospital was ready for occupation by the beginning of January 1945. However, patients were never inconvenienced at any time, since there were always enough dispensary beds on hand. Besides this, in case of an epidemic, the beds of the hospital could have been used, which had been there for a long time.

Regarding b): It should be stated with regard to the basic facts that in the camps of I.G.Farben there was never any scrimping, but that from the plant manager, through the head of the personnel department to the last camp leader, the ambition was to have the best camp in the area. The inspection by the Labor Front had the same general effect. Their criticism (cf. report of visit) was welcomed by the plant management as an incentive for the heads of the camp, by no means may serious abuses be concluded therefrom. It is impossible to go into every objection; only three can be mentioned here, which recur in almost every camp:

- 1.) "Camp regulations missing", i.e., there was not a printed copy of the camp regulations hanging in every room. I do not believe that they were missed by the occupants.

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2.) The fence is incomplete" even in the camps for Eastern workers which were inspected! Certainly no inmate suffered from that, either.

3.) The rooms are generally clean, but often "disorderly" i.e. probably, the order did not correspond to that which was customary in military barracks. That should be sufficient to show the level of the most frequent complaints.

Darmstadt, 29 April 1948

(signed) Hermann Lang

(Stamp)

German Internment Camp

D a r m s t a d t

Camp self-administration

Main Camp Court

The above signature was performed and recognized before me

Darmstadt, 29 April 1948

Chairman of the
Main Camp Court "for"

(signed) R. Huebner

The verbatim and true copy of the above document certified Nuernberg, 30 April 1948

(signed) Dr. Werner Schubert
Defense Counsel of the defendant KEPPLER

DOCUMENT BOOK VIII, BULRGIN

CERTIFICATE OF TRANSLATION

8 May 1948

We, Leslie H. Lawton and William Zirkl, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the DOCUMENT BOOK VIII, BULRGIN.

Leslie H. Lawton
B-397990

William Zirkl
B-397928

Case 6
Defense

DOCUMENTBOOK IX

for

Dr. Ernst B U E R G I N

submitted by
attorney-at-law
Dr. Werner Schubert
at present Nuernberg.

Lang



I N D E X

to

Document- Book IX B U E R G I N

Exh.Doc. No. No.	D O C U M E N T	page
105	<p>Affidavit made by Erhard M i l c h on 6 May 1948 in answer to Prosecution Exhibit 2251, Prosecution Doc. Book 94(Rebuttal). The Affidavit declares that exact descriptions of types of airplanes could not be found in the publications about German airplanes mentioned by Herr Wolfssohn, because there were not any exact names for the airplane types and because the latest airplanes types were kept secret. Publications were intentionally misleading. The lightmetal furnished by I.G.Forben was used in entirely different quantities for the types of airplanes mentioned in prosecution-exhibit 1970. Even the most seasoned specialists was unable to draw any conclusions from the hydro-nalium- deliveries of I.G.Forben as to the size of the German Luftwaffe.</p>	1-4
106	<p>Affidavit Wilhelm von der B e y of 26 April 1948 in answer to Prosecution Exhibit 1959. The meeting convened by the affiant in the letter of 24 March 1937, presented as a prosecution document 1959, took place never if he remember correctly and the defendant Buergin did not hold the lecture he had planned. At that time industry was swamped with questionnaires and directive sent out by new officer which were supposed to supervise the production of itens essential for the war effort and for everyday. life. "In his lecture Dr. Buergin was supposed to clear up the muddled thinking of the newly elected Commanders and Office-Chiefs and to put factories into categories in which they belonged in order to avoid</p>	5-7

DOCUMENTBOOK IX' -BUERGIN

Exh. No.	Doc. No.	Document	page
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106 (cont'd)		overlapping." At that time Buergin could not possibly have knowledge of an imminent aggressive war especially as I.G. Farben Bitterfeld erected armament plants in England and France and sold patents and inventions to the U.S. at the same time .	
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Order for making corrections filed in Book I
after the index .

END OF INDEX

Page 1 of original

A F F I D A V I T

I, Erhard M i l c h , born 30 March 1892 in Wilhelms-
hafen, Field Marshal, at present in the prison of the
Palace of Justice in Nuernberg, having been duly warned
that I make myself liable to punishment if I make a
false affidavit, declare under oath that my statement
is true and was made in order to be submitted as evidence
before the Military Tribunal VI Case 6, at the Place of
Justice Nuernberg, Germany.

The defense counsel of the defendant BUEGIN has
shown me Herr Hans WOLFFSOHN's affidavit NI-15262, Pros.-
Ezh.2251.

I gather from this affidavit shown to me that Herr
WOLFFSOHN has, as a amateur, taken great interest in
question of airplane construction. The conclusions drawn
by Herr WOLFFSOHN must necessarily be wrong as he cannot
have any detailed knowledge of the German regulations
for secrecy and the way they were handled. I too know
the periodical "Flugsport" and the "Handbuch" der Luftfahrt
mentioned by Herr WOLFFSOHN. The information given in
these production of the press were censored by the Reich
Ministry of Aviation. By censoring such publications
the Reich Ministry for Aviation made sure that no infor-
mation about things which were to be kept secret was broad-
cast and in this way made available to the foreign intel-
ligence service.

If, in the above mentioned periodical or in the
manual certain types of airplane were described for instance
as BF 109 or He 111, the reader could not possibly know

Page 2 of original

which definite type was actually shown, as this description concealed a whole series of definitely different airplane types. In the supplement to Prosecution Exhibit 1970 which was shown to me during my cross-examination, most of the types bear letters as well, such as BF 109 E, Hell P and D. It is only this letter, placed after the number which actually stands for the real type and its special use.

No pictures of the latest models were ever shown in the illustrations of such airplane periodicals about. No exact publications about military types used for the Forces either those under construction or being used for military units were ever allowed. Such publications were also frequently faked, i.e. a wrong description attached to them or the pictures were retouched or constructional drawings published with intentional mistakes in them, in order to mislead the public and especially the ^{foreign} ~~enemy~~ intelligence service. Pictures and designs of airplanes published in German newspapers and also in technical publications therefore gave the outsider no help in definitely recognizing airplanes which were under construction or were being considered for combat service.

I also wish to add that, for instance, BF 109, mentioned in the supplement to Prosecution Exh. 1970, as can be recognized from the added letter E had already been produced in five different versions at that time of which only type E was then considered a combat plane, whereas the machines designated as 109 A, B, C, D were already outdated and were used only as fighter planes for training purposes or as sports planes.

Page 3 of original

As can be seen from the letter P and D, there ^{were} various other types of the plane. He 111, such as for instance a bomber-type, a transport-type and still another type which could be used for the transportation service. These airplanes were very different from each other and also very different from the outmoded types with which they had nothing more in common but the name. Thus 109 E, for instance, had wings fuselage steering gear, armament; motor and other equipment entirely different from those of 109 A.

When, during my examination, I answered in the negative the question as to whether a layman could have possibly seen from the designation He 111 D what type of aeroplane was under discussion, I was right, considering the general confidential treatment of such matters, and I still maintain that this is the correct answer. An amateur and that's the only thing I have been asked could not possibly have learned anything from these designations even if such a person had made a point of studying publications about airplane types, he could, as can be seen from my above statement, never have drawn any specific conclusions from the designation of the airplanes.

If, in sub-paragraph 7 of his affidavit Herr WOLFFSOHN draws the conclusion that IG Bitterfeld could have calculated the number of airplane manufactures from the delivery of light metal, this is wrong as this light metal, delivered by IG was not used to the same extent in the manufacture of all airplanes of the same type, and, for instance, the question of whether the airplane was meant for overland flights or for ocean flights was of fundamental importance. I wish to emphasise here the statement that hydromelin³ which is mentioned in Prosecution Exhibit 970 under 2

Page 3 of original cont'd

is mentioned in Prosecution Exhibit 1970 under 2 was, in the year 1938, used for sea-going planes only. Only a few of the types mentioned in Prosecution Exhibit 1970 could be used for this purpose. Not even the most experienced specialists could from the fact that I.G.Farben

Page 4 of original

delivered in some cases 100% and in others 90% of the hydronalium, as can be seen from prosecution exhibit 1970 deduce the size of the German Luftwaffe . The quantity of hydromalium used for airplanes also represented only a small percentage of the material used for the manufacture of airplanes in general.

Nuernberg, 6 May 1948

(signed) Erhard Milch

The above signature of Field Marshal Erhard M i l c h , at present in the prison of the Palace of Justice, Nuernberg, affixed before me, Wolfgang Theobald, assistant defense counsel of the Military Tribunal No. VI Case 6 is herewith verified and witnessed by me.

Nuernberg, 6 May 1948

(signed) Wolfgang Theobald

This is herewith certified to be the verbatim and true copy of the above document.

Nürnberg, 7 May 1948

(signed) Dr. Werner Schubert

Defense counsel of the defendant BUERGIN

Page 5 of original

C O P Y
A F F I D A V I T

I, Wilhelm von der B E Y, born 4 July 1891 in Huttrop, residing at Muttentz, having been warned that I make myself liable to punishment if I make a false affidavit declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal VI, at the Palace of Justice, Nuernberg, Germany.

The defense counsel of the defendant Dr. BUERGIN has submitted to me a letter of the I.G.Farbenindustrie A.G. Bitterfeld dated 24 March 1937, Prosecution document No, NI 14306 Exh. 1959. This letter was signed by me and Dr. Pistor who was then the chief of the works combine Mitteldeutschland. I can make the following statement concerning this matter:

During the first third of 1937 the organization of the supply of the Wehrmacht by industry had only been started by way of establishing of various offices. This organization was very similar to those in other countries and ran along almost parallel lines like those I have seen in Switzerland. Our plants which were under supervision of the works-combine Mitteldeutschland lay in the districts of various war economies offices and war-economics inspectorates which were supervised by senior reactivated staff officers. These were supposed to take care of the so-called armament plants, whereas subordinate officials of the Reich Ministry for the Economy and later on of the General Plenipotentiary for Chemistry were supposed to direct the chemical works manufacturing K and L products. It was therefore necessary to fit each of the plants into one of these groups for only

Page 6 of original

thus was it possible to get workers from the labor offices, and raw materials from the raw-materials distribution center. Especially our ~~new branches~~^{factories} were bombarded by these newly established offices of the Wehrmacht and Ministry for the Economy with questionnaires which partly contradicted each other and asked senseless questions, as the Commandant himself was not clear about the lines according to which industry as a whole was supposed to be classified. In order to get rid of this muddle and not be burden our personnel which was at that time already very much reduced with unnecessary statistics and questionnaires, Dr. Piester made up his mind at that time to invite members of all offices concerned to arrange for all plants to be called K L plants and not R plants, and thus avoid their being placed under order of the War.economy-inspectorate.

Dr. Buergin's talk was supposed to clear up the muddled thinking of the new Commandants and office -chiefs to split up the factories of our plants according to categories in which they belonged, so as to avoid overbappi. As far as I remember this conference never took place, as on the one hand several of the Commandants did not want to go to their colleagues districts while, on the other hand, as far as I remember a hint had been received from the Ministry for the Economy not to convene this conference as new regulations were to be issued in the near future.

It is completely wrong to conclude from this proposed discussion that Dr. BUERGIN could have had special knowledge of the imminent aggressive war. This is already shown by the fact that we all believed at that time that conscription ordered by the German government and the rearmament connected therewith was only aimed at catching up with the armament in other countries after the Disarmament Conference in

Page 7 of original cont'd

in Geneva in which complete disarmament of Germany had been de facto recognised, had collapsed. We of the I.G. Farben never considered an aggressive war possible especially as with the consent of our government offices, we ^{had constructed at that time} ~~had set up~~ armament plants in England and France and had to a large extent given up patents and given information concerning our experiences to the USA.
MuttENZ, 26 April 1948

(signed) W.von der Bey

The signature on this page as well as those on pages one and two of this document is herewith certified to be that of Herr W. von derBey who appeared before me and is personally known to me.

MuttENZ. 27 April 1948

The Gemeindepraesident
(signed):Signature

(seal)

This is herewith certified to be the verbatim and true copy of the above document.

Muernberg 7 May 1948

signedDr. Werner Schubert
Defense Counsel of the defendant BUEGIN

Buergin Document Books 10 through 11 were listed erroneously and never
existed.

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Roll 81

Target 2

Buetefisch(part)

1-7 Supplement

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Case 6
Defense

DOCUMENT BOOK I BUETEFISCH

TRIBUNAL VI

CASE VI

DOCUMENT BOOK No. 1

for

Dr. Heinrich BUETEFISCH

Submitted by the
Defense Counsel Dr. Hans
Flaschner
Attorney at Law

Tung



DOCUMENT BOOK I BUETERISCH

Index to Document Book Bueterfisch I.

<u>Page</u>	<u>Description of Document</u>	<u>Bue No.</u>	<u>Exh.</u>
<u>Technical Documents, tables, drawings.</u>			
1	<u>Affidavit Dr. Hartmann of 15 Oct. 1947</u> contains certified diagrammatic illustration of the three big syntheses of Sparte I of the I.G. Farben - Nitrogen, Methanol and Hydrogenation - shows the products derived therefrom.	Bue 229	
2	<u>Affidavit Dr. Hartmann of 12 Feb 1948</u> contains certified map of the Leuna plant.	Bue 230	
3	<u>Affidavit Dr. v. Keler of 24 Nov 1948</u> contains two certified tables of figures and two diagrammatic illustrations. These show the evolution of the nitrogen output and the consumption of nitrogen in the world and in Germany. As early as in 1928 the productive capacities in many countries were higher than the demand. Germany was the only country to steadily increase the consumption of Chile Salpetre, absolutely and in percentage, as from 1924, although it was able to produce nitrogen herself.	Bue 104	
5	<u>Affidavit Heinrich Schindler of 5 Jan 1948</u> indicates the consumption of the various nitrogen products for civilian and military high-explosives production in the years 1930 to 1939.		
10	<u>Affidavit Dr. v. Keler of 10 Dec. 1947.</u> ----- shows the I.G.'s share in the German nitrogen sales.	Bue 81	
12	<u>Affidavit Dr. v. Keler of 22 Dec. 1947</u> shows that all important industrial countries expended their nitrogen production beyond their home requirements after 1928.	Bue 107	

DOCUMENT BOOK I BUETEFISCH

Page	Description of Document	Bue No. Exh.
16	<u>Affidavit Dr. Kunze of 23 Dec 1947</u> contains certified illustration and list revealing that the technical nitrogen products were used in almost all branches of civilian economic requirements. Their use for military high-explosives constitutes but a small part of the total field of usefulness.	Bue 106
20	<u>Affidavit Dr. Heinrich Buetefisch of 15 January 1948</u> Survey of the history of the methanol synthesis.	Bue 80
28	<u>Affidavit Dr. Hartmann of 7 Oct 1947</u> Graphic illustration of the methanol production of I.G. and of the use of methanol for high explosives.	Bue 228
29	<u>Affidavit Dr. Buetefisch of 15 Jan 1948</u> Survey of the historic development of the hydrogenation process and its application at home and abroad.	Bue 79
43	<u>Affidavit Dr. Simmler of 24 Nov 1947</u> Tables and graphs showing the decrease in nitrogen production because of the economic world crisis of 1930 and how hydrogenation was initiated by the part-utilization of idle plant.	Bue 20
44	<u>Affidavit Dr. Hartmann of 10 Oct 1947</u> Price developments for imported gasoline in Germany.	Bue 161
45	<u>Affidavit Dr. Hartmann of 10 Oct. 1947</u> Development of cost prices for Leuna gasoline and proceeds from sales of Leuna gasoline.	Bue 160
46	<u>Affidavit Dr. Maria Hoering of 10 Dec 1947</u> The enclosed calculations show that under normal conditions one can produce gasoline by means of hydrogenation at 12 to 16 Pfennigs a liter.	Bue 110

DOCUMENT BOOK I BUETEFISCH

Page	Description of Document	Bue No. Exh.
51	<u>Affidavit Emil Wuerth of 25 Jan 1948</u> <u>Manufacturing Cost 1943</u> ; shows that the cost price for the gasoline production of the I.G. amounted to 13,6 Pfennigs a liter that year.	Bue 165
53	<u>Affidavit Dr. Hartmann of 8 Oct 1947</u> <u>Map indicating the location of the German mineral oil industry.</u> It demonstrates the large number of producers and the participation of foreign oil companies.	Bue 162
54	<u>Affidavit Dr. Simmler of 24 Nov 1947</u> <u>Tables of figures illustrations.</u> Fuel consumption in Germany ran parallel with the number of vehicles from 1933 to the outbreak of war. Motorization was smaller in Germany than abroad. Although Germany increased her home production, she had to import part of her fuel with a steadily increasing price and quantity.	Bue 101
56	<u>Affidavit Dr. Hartmann of 30 Sept 1947</u> <u>Tables 1 and 2 show the development of synthetic fuel production in Germany from 1933 to 1943.</u> The share of I.G. decreased continuously, down to 21,5% in 1943. Table 3a shows the production of air-plane gasoline which reached large quantities only during the war. Table 4a, based on foreign reports, shows the United States of America's and England's octane production for high-efficiency air-plane gasolines in comparison to the negligibly small German production.	Bue 102
58	<u>Affidavit Dr. Hartmann of 12 Jan 1948</u> shows the percentages at which I.G. participated in the supply of German fuel and lubricant requirements.	Bue 159
60	<u>Affidavit Dr. Heinrich Buetefisch of 10 February 1948</u> concerning the peculiarities of air-plane gasoline and the technical processes for its production.	Bue 164

DOCUMENT BOOK I BUETEFISCH

Page	Description of Document	Bue No. Exh.
73	<u>Affidavit Dr. Zorn of 5 Nov 1947</u> shows the small share of synthetic lubricants in the total German production as set out in the enclosed tables 1 and 1a. Also the small proportion of I.G. production. Table 2 and 2a also show that I.G. took part in the synthetic lubricants production to only approx. one third,	Bue 103
80	<u>Affidavit Dr. Braus of 10 January 1948</u> Legend and works plan of the synthesis section of I.G. Auschwitz. Table comparing the various high-pressure-synthesis processes in Auschwitz. Flow-chart of the synthesis installations revealing the connection between the various processes there.	Bue 95
82	<u>Affidavit Friedrich Schwoerer of 15 January 1948</u> List of equipment of the synthesis section of Auschwitz indicating the amounts involved in the various programs (cost estimates).	Bue 97
86	<u>Affidavit Dr. Braus of 10 December 1947</u> Production program and actual production of the Auschwitz synthesis installations.	Bue 171
88	<u>Affidavit Dr. Hartmann of 6 February 1948</u> Map of coal mines in Upper Silesia demonstrating the size of the mines of the Fuerstengrube and the Jania Grube as compared to other mines.	Bue 163

DOCUMENT BOOK I BUETEFISCH

Enclosure to Document 229 .

At this point a graphic illustration concerning the three main syntheses of Sparte I of I.G. Farben is to be attached; it is still in course of preparation.

AFFIDAVIT

I, Dr. Kurt Hartmann, residing at Ilvesheim near Mannheim, No. 25 Goethestrasse, have been warned that I am liable to punishment for making a false affidavit. I declare under oath that my testimony is the truth and that it is given in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, in Nuernberg, Germany.

Since 1936 I was an associate worker in the Directors' Office of Sparte I of the Oppau Plant of the I.G. Farbenindustrie A.G., and I thereby gained a thorough knowledge of the activities of Sparte I. On the basis of such knowledge, I have prepared the attached diagram which shows the three principal coal syntheses of Sparte I, i.e. the Ammonia synthesis, the Methanol synthesis, and hydrogenation, including its main products. A few additional products are incorporated which are derived from further processing or from a combination of the products of the above mentioned three principal syntheses.

Nuernberg, 15 October 1947

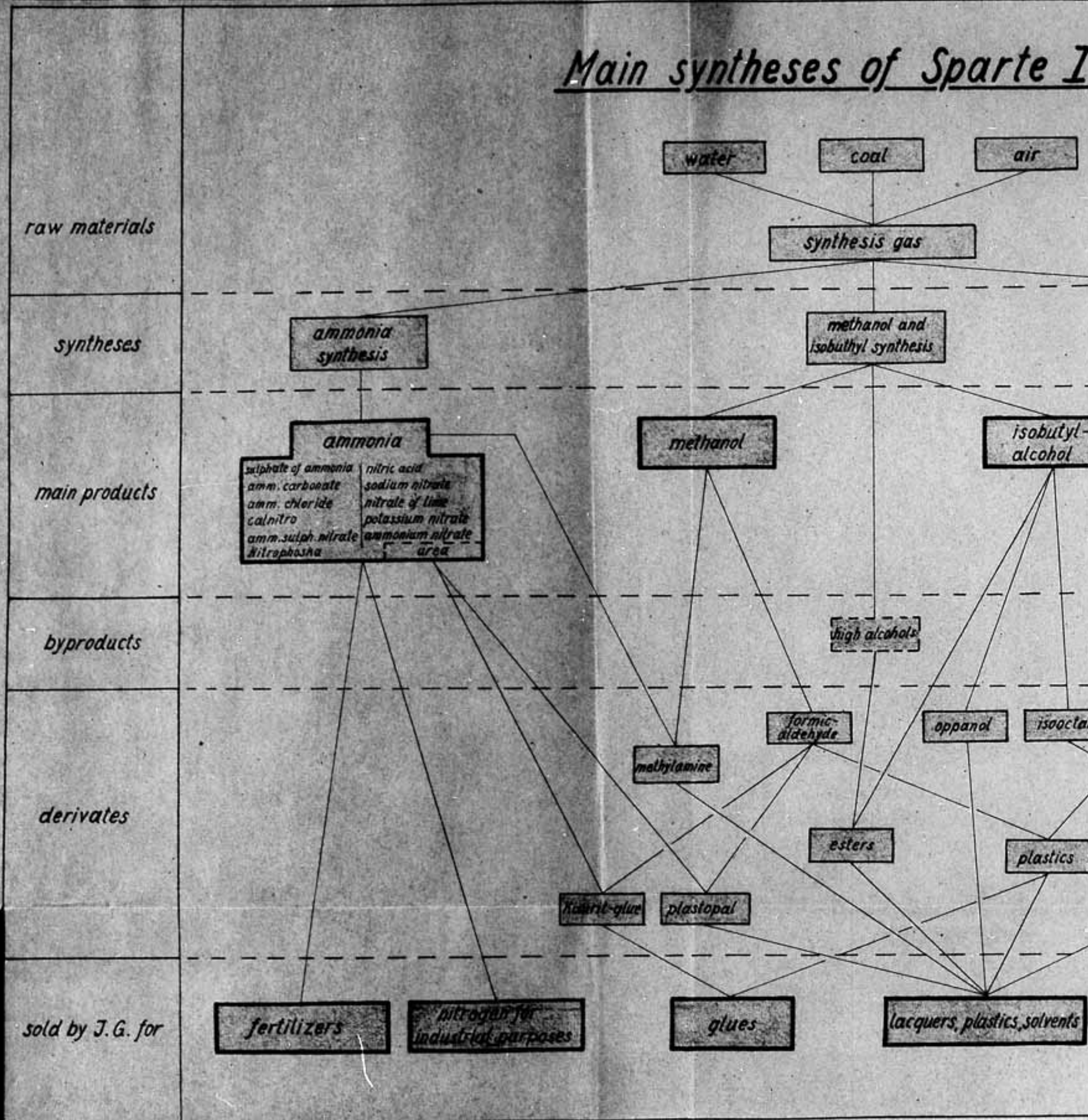
(signed): Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

I herewith certify the above signature of Dr. Kurt Hartmann, residing at Ilvesheim near Mannheim, No. 25, Goethestrasse, which was appended before me.

Nuernberg, 15 October 1947.

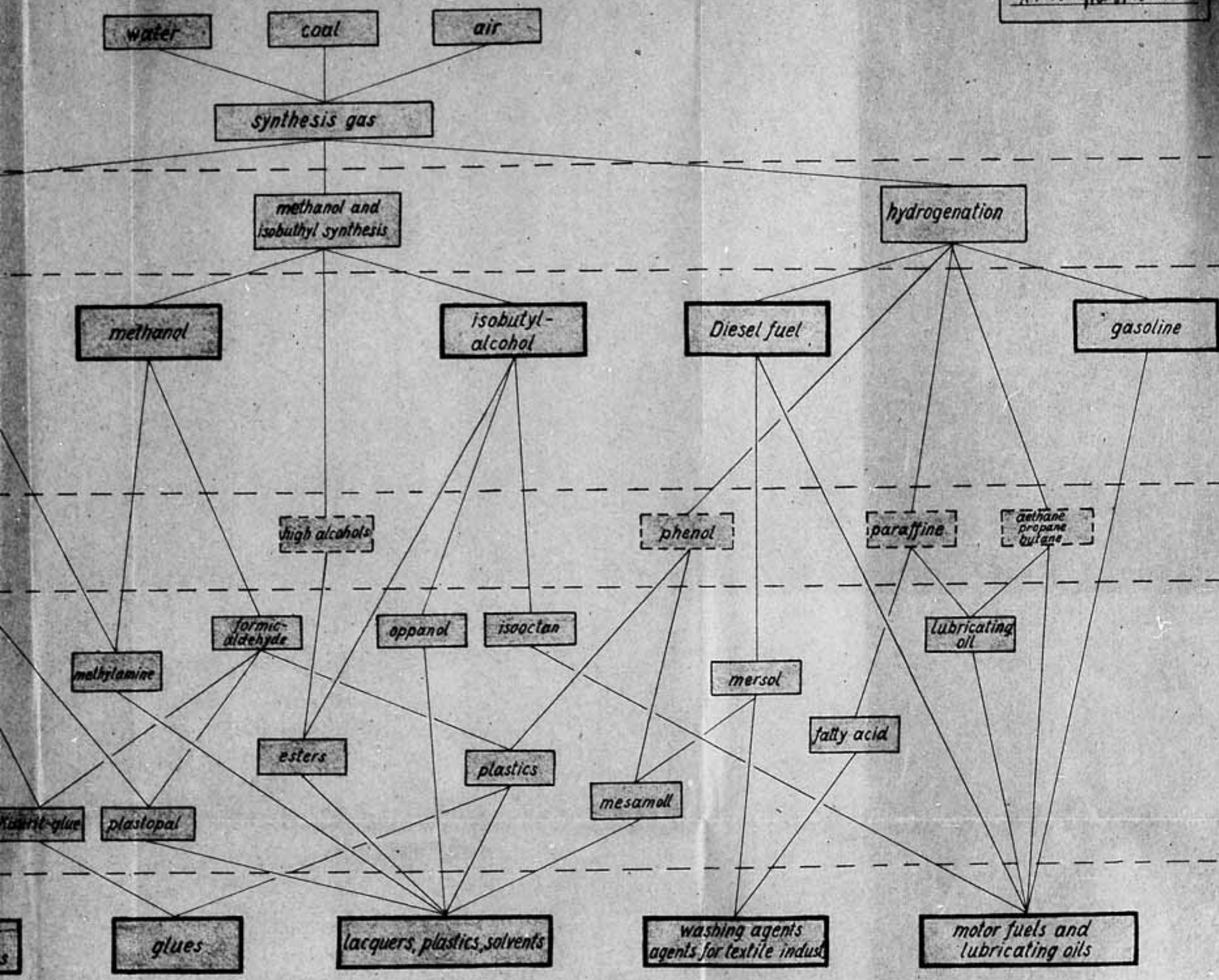
(Dr. Hans Flaechener)

Main syntheses of Sparte I



Main syntheses of Sparte I

Table
 belonging to my affidavit
 dated 15. october 1947
 D. Vuyffharden



AFFIDAVIT

I, Dr. Kurt Hartmann, residing at Ilvesheim near Mannheim, No. 25 Goethestrasse, have been warned that I am liable to punishment for making a false affidavit. I declare under oath that my testimony is the truth and that it is being given for submission as evidence to the Military Tribunal, at the Palace of Justice, Nuernberg, Germany.

The attached plan is the photographic reproduction of a works plan of the Leuna Works. The various manufacturing sections are marked in different colors.

Nuernberg, 12 February 1948

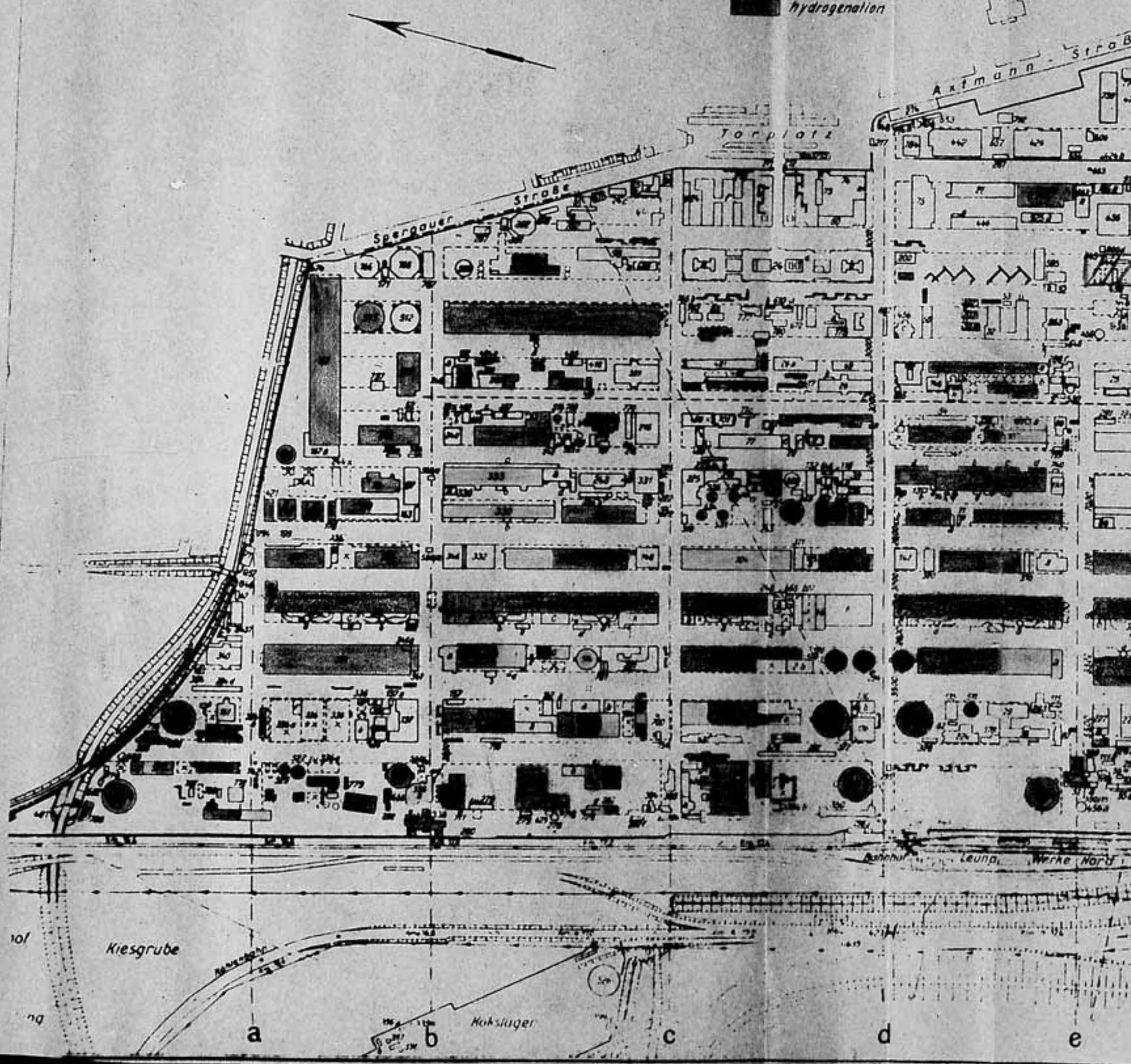
(signed): Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

Assistant Defense Counsel for
Case VI

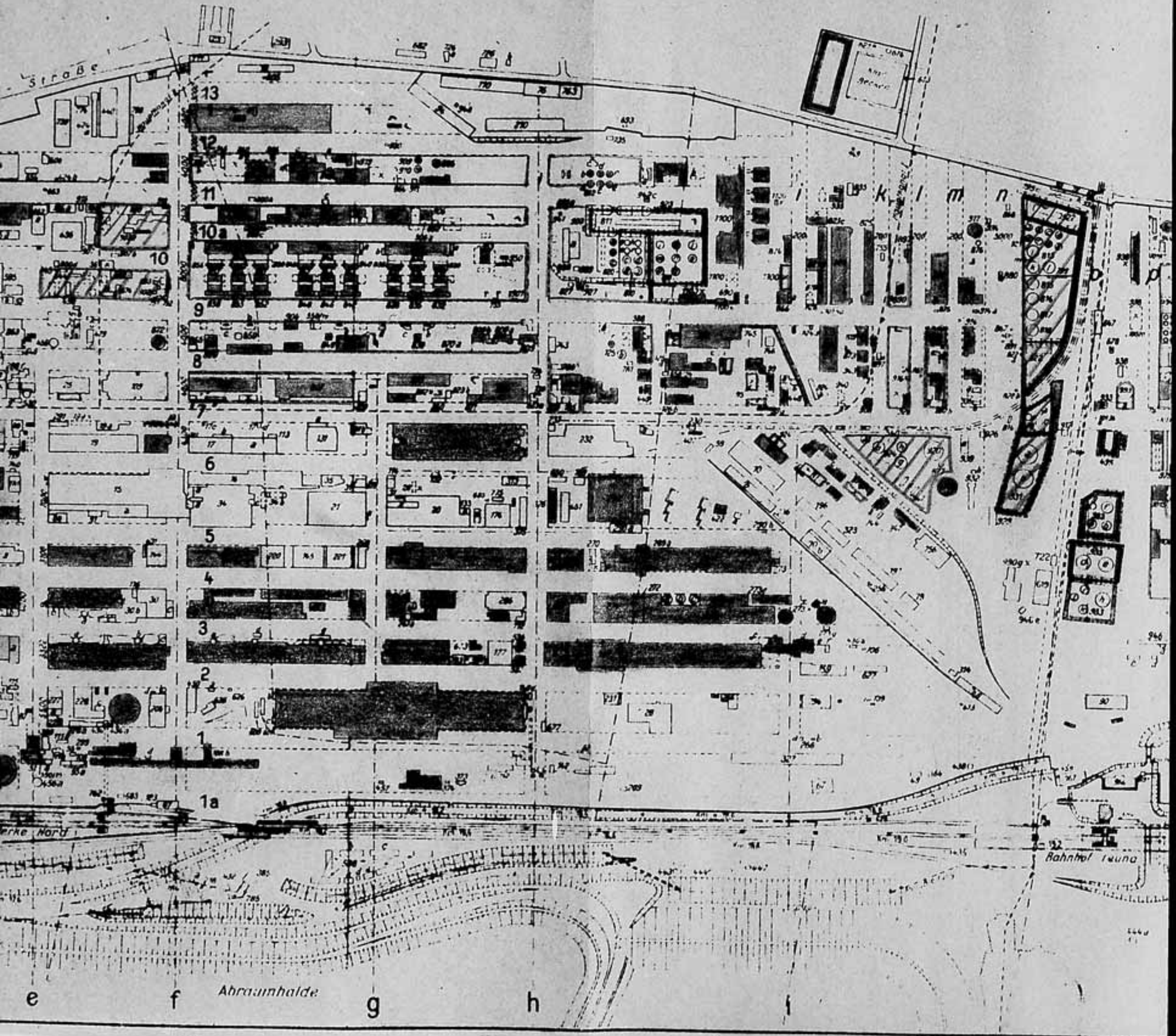
Ammoniakwerk Merseburg

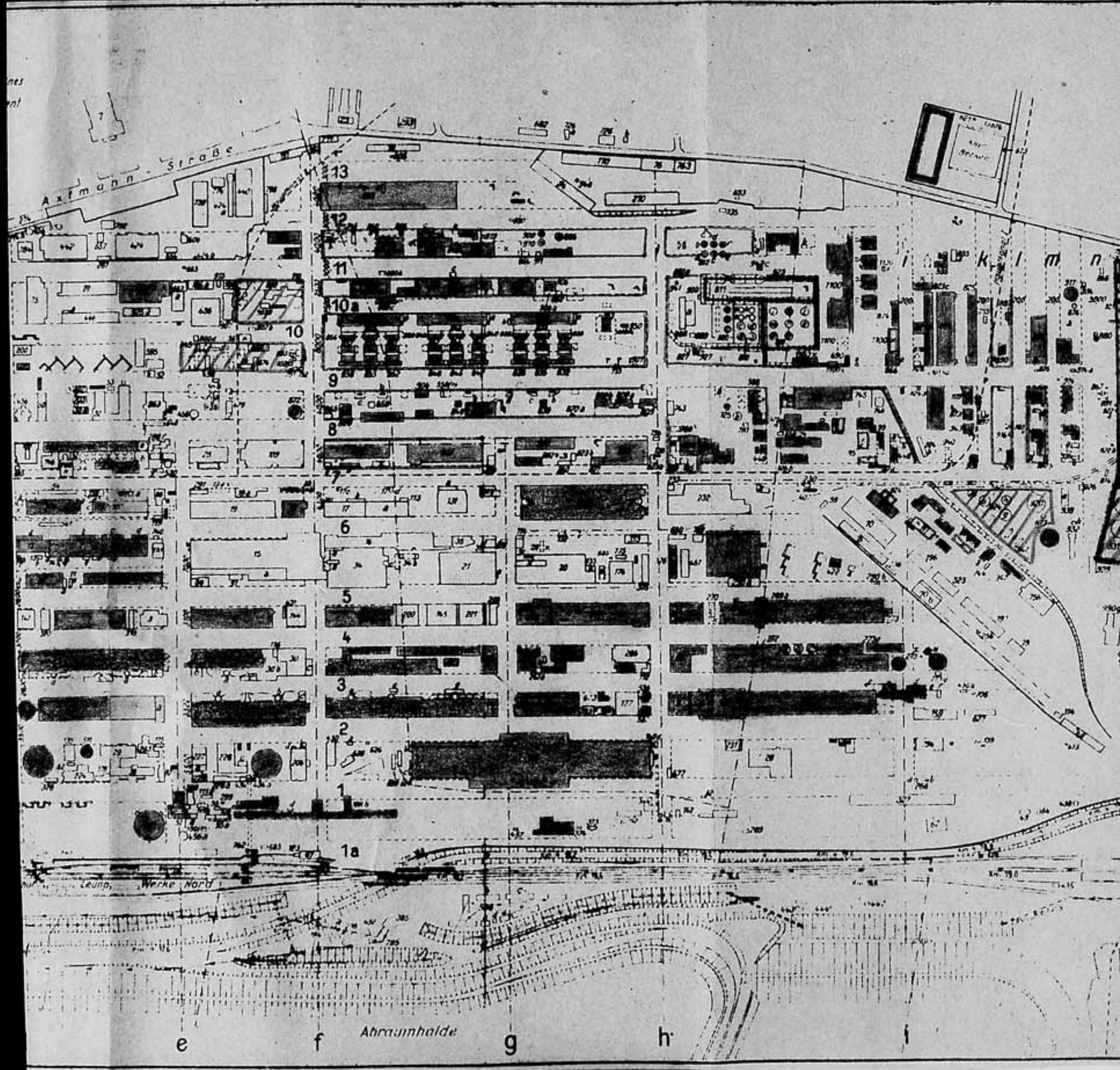
G.m.b.H

- power plants
- nitrogen
- methanol and amines
- organic department
- hydrogenation



018C





0181



AFFIDAVIT

I, Dr. Hans v. Kéler, at this time residing at Mannheim-Rheinau, No. 5 Neuhoferstrasse, make the following statement which is to be submitted as evidence to the American Military Tribunal in Nuernberg. I declare under oath that my testimony is the truth and I am aware that I would be liable to punishment for making a false statement.

I have been an employee of I.G. Farbenindustrie A.G. since 1927 and from 1938 to 1945 I worked in the Sparte I Office at Oppau where I was in charge of I.G.'s relations to the Nitrogen-Syndicate, Berlin, and had to handle the questions connected with I.G. sales of Nitrogen. On the strength of the knowledge acquired in that position and of the information to which I thus had access, I was able to convince myself that the tables of figures 1 to 3 which accompany this declaration, and the corroborative graphic presentations check with the statistics of the former Nitrogen Syndicate and with those of I.G. Farbenindustrie A.G. For the years of 1924/25 to 1932/33 detailed information on the sales of manufactured Nitrogen products are not available to me. It is, therefore, possible that the respective figures in tables 1 and 2 for the above period show certain deviations which, in my opinion, however, do not essentially affect the end total. The same holds true for the break-down of world consumption as per table I as regards the different forms of nitrogen as ^{conditions in Russia} are not exactly known over here. I have no data on the consumption of nitrogen for explosives so that I can offer no comments on statements made relative thereto.

To establish the correctness I have signed each

- 2 -

of the attached tables with my full name.

Ludwigshafen on the Rhine, 24 November 1947

(signed): Dr. v. Kéler

(Dr.v. Kéler)

I certify that the above signature is
authentic and was appended today before me.

Ludwigshafen on the Rhine, 24 November 1947

(signed): Dr. Kurt Hartmann
(Assistant Defense Counsel for
Case VI)

The above is a literal
copy of Document Bue 104.

Nuernberg, 7 February 1948

(signed): Dr. Hans Flaechsner

(DR. HANS FLAECBSNER)

- 4 -

Nitrogen
Capacity and consumption of the world
and German sales
in 1000 t N

Table 1
belonging to my affidavit
dated 24 November 1947
Dr. W. Heller

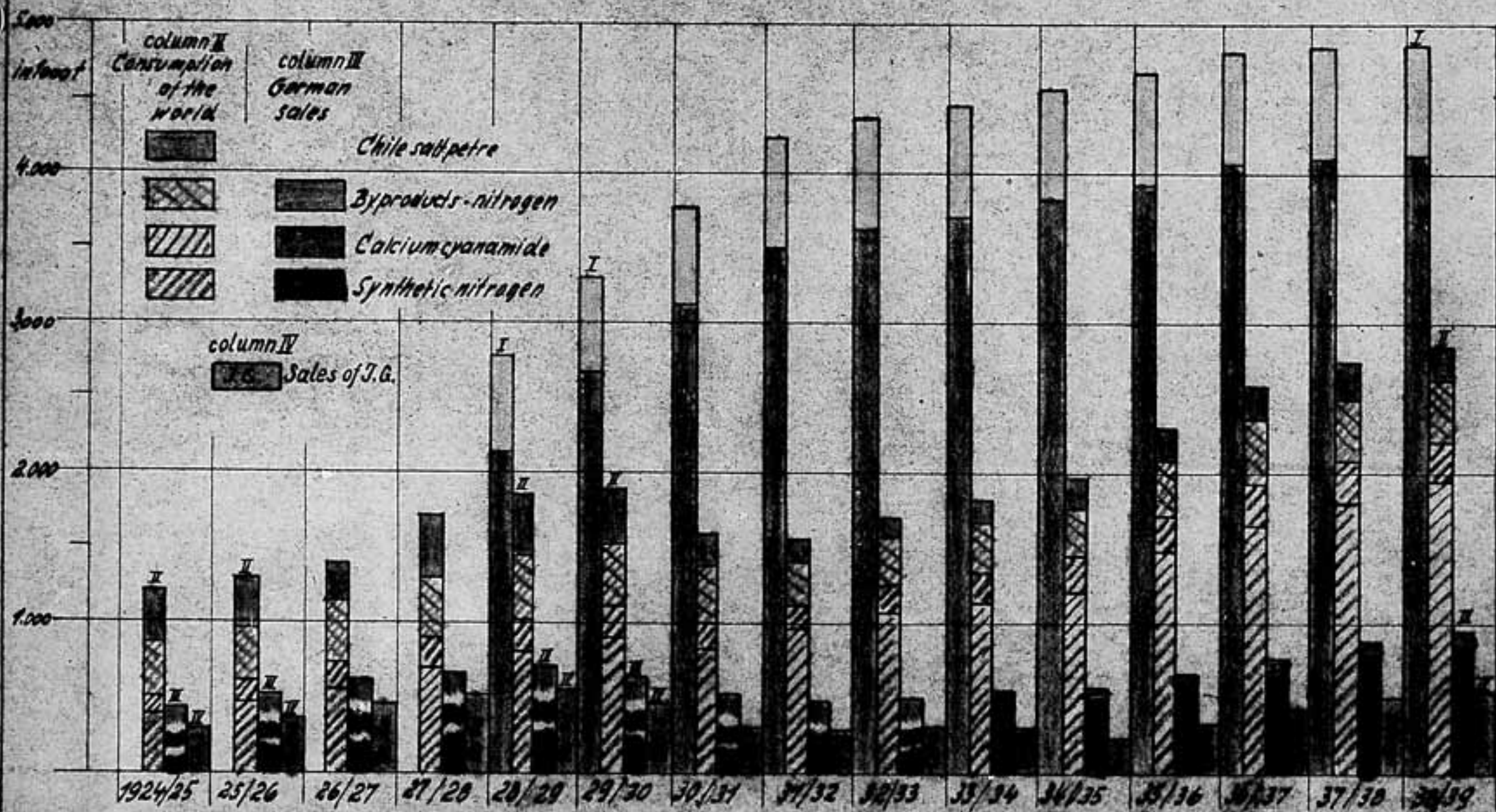
	1924/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35	35/36	36/37	37/38	38/39
Capacity of the world without Russia					2.785	3.307	3.749	4.224	4.371	4.487	4.576	4.688	4.797	4.875	4.965
Capacity of Chile					630	630	630	750	750	750	750	750	750	750	750
Capacity of the world without Russia and Chile					2.155	2.677	3.119	3.474	3.621	3.737	3.826	3.938	4.047	4.125	4.215
Consumption of the world without Russia	1.225	1.293	1.408	1.650	1.872	1.892	1.609	1.556	1.707	1.835	1.982	2.322	2.597	2.738	2.859
thereof Chile saltpetre	362	323	276	387	424	354	239	138	119	164	194	218	238	252	226
Byproducts-nitrogen	348	357	401	405	430	429	385	304	283	323	328	373	426	404	419
Calcium cyanamide	114	141	171	190	206	202	165	144	176	196	240	254	270	279	265
Synthetic nitrogen	401	472	560	668	812	907	820	970	1.129	1.152	1.220	1.477	1.663	1.803	1.949
German sales	442	524	617	659	715	645	529	486	508	566	582	667	772	870	949
thereof Byproducts-nitrogen										60	79	97	110	121	128
Calcium-cyanamide										96	113	131	130	120	131
Synthetic-nitrogen										410	390	439	532	629	690
Sales of J.G.	300	375	459	530	547	440	305	284	295	286	291	338	416	508	551

Nitrogen Capacity and consumption of the world and German sales

Table 1a
belonging to my affidavit
dated 24 November 1947
Dr. O. Kelen

column I
 Capacity of the world
 without Russia and Chile
 Capacity of Chile

in 1000 t N



German nitrogen sales

in 1000 t

Table 2
belonging to my affidavit
dated 24 november 1947
Dr. ...

		1924/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33	33/34	34/35	35/36	36/37	37/38	38/39
Fertilizer	home sales	336	327	394	379	410	387	337	300	327	388	416	480	555	614	719
	export	60	145	161	229	254	207	157	156	153	137	111	124	133	153	112
Nitrogen for industrial purposes	home sales	46	52	62	51	51	51	35	30	28	31	44	52	71	87	105
	export										10	11	11	13	16	13
Total sales		442	524	617	659	715	645	529	486	508	566	582	667	772	870	949

Nitrogen for industrial purposes (home sales + export)	quantity	46	52	62	51	51	51	35	30	28	41	55	63	84	103	118
	in % of total sales	10%	10%	10%	8%	7%	8%	6,5%	6,5%	5,6%	7%	9,5%	9,5%	11%	12%	12,5%
Quote of sales for military explosivs	quantity							2	3	4	5	6	9	13	18	28
	in % of total sales							0,4%	0,6%	0,8%	0,9%	1,3%	1,4%	1,7%	2,1%	2,9%

Sales of J. G.	300	375	459	530	547	440	305	284	295	286	291	338	416	508	551
in % of total sales	68%	72%	75%	80%	76%	68%	57%	58%	57%	57%	50%	57%	54%	58%	58%

German nitrogen sales and quote of J.G.

Table 2a
 belonging to my affidavit
 dated 24 November 1947
 Dr. W. Stelar

in 1000 t N

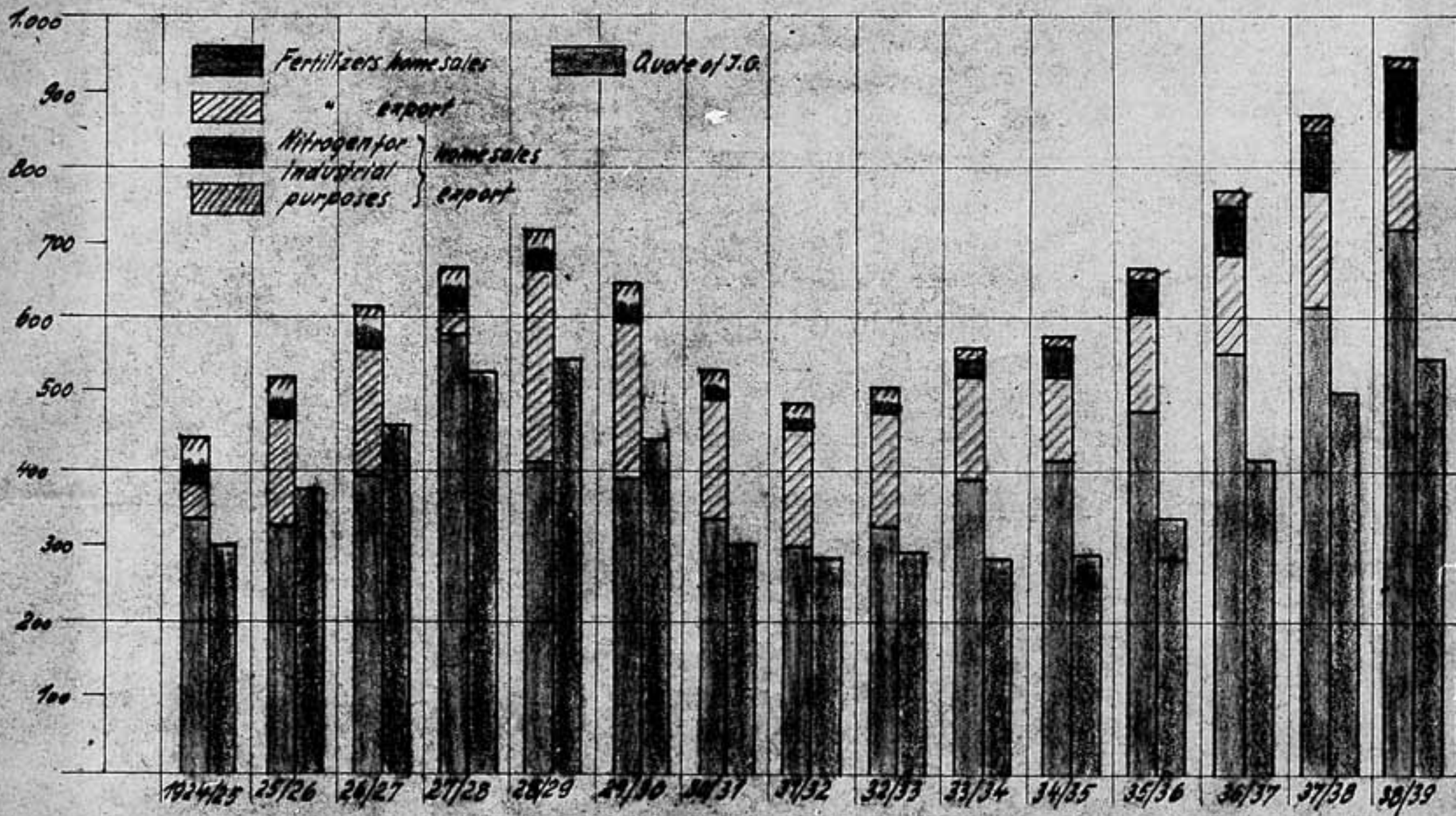


Table 3
 belonging to my affidavit
 dated 1st november 1947
 H. v. Kelen

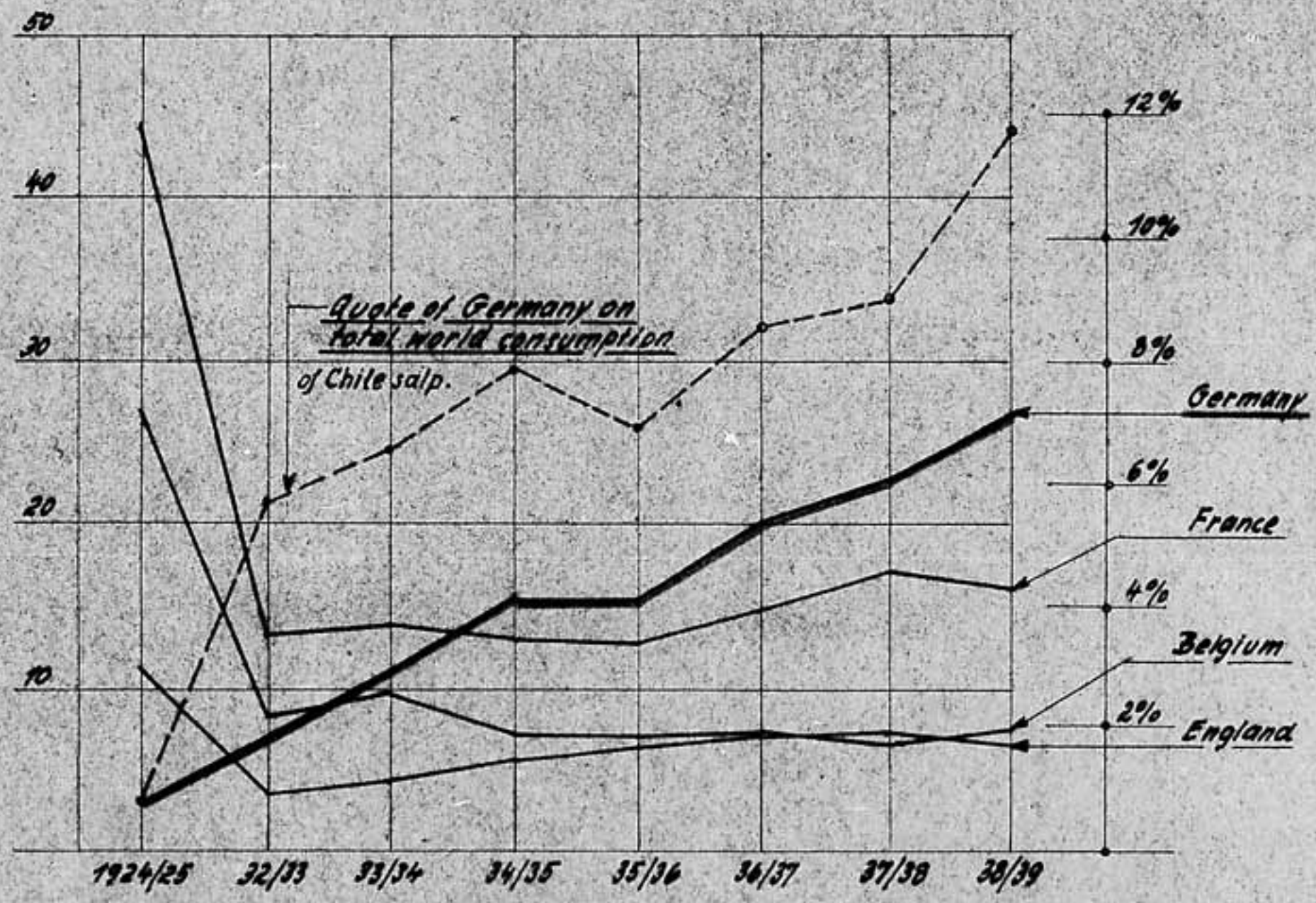
Consumption of Chile salpetre

in 1000 t N

	1924/25	1932/33	33/34	34/35	35/36	36/37	37/38	38/39
Germany	2,8	6,8	10,7	15,1	15,1	20,1	22,8	26,6
England	11,5	3,5	4,0	5,3	6,3	6,9	7,2	6,4
France	44,2	13,0	13,7	12,9	12,6	14,6	16,9	16,0
Belgium	26,8	8,3	9,6	7,1	6,9	7,0	6,4	6,8
World	362,7	118,6	164,2	195,1	218,5	237,9	252,8	226
Quote of Germany on total world consumption of Chile salpetre	0,8%	5,7%	6,5%	7,8%	6,9%	8,5%	9,0%	11,8%

Consumption of Chile salpetre
in 1000t N

Table 3 a
belonging to my affidavit
dated 24 november 1947
H. A. Keller



DOCUMENT BOOK I BUBTEFISCH No. 81
EXHIBIT No.

AFFIDAVIT

=====

I, Dr. Hans v. Kéler, at present^a residing in Mannheim-Rheinau, No. 5 Neuhöferstrasse, make the following statement which is to be submitted as evidence to the American Military Tribunal in Nuernberg. I declare on oath that my statement is the truth, and I am aware that I am liable to punishment for making a false statement.

I made^a statement on 24 November 1947 and therein accepted as correct three tables which cover sales figures for Nitrogen products in the entire world and in Germany, and also sales figures of I.G. Farbenindustrie. On the basis of data of the former Nitrogen Syndicate and of I.G. Farbenindustrie to which I have had access, I have compiled in the appendix hereto data which show the percentage of participation of I.G.'s synthetic Nitrogen production in the entire German Nitrogen sales.

Ludwigshafen, 10 December 1947

(signed): Dr. Hans v. Kéler
(Dr. Hans v. Kéler)

This is to certify that the above signature was appended before me today by Dr. Hans v. Kéler, residing at Mannheim-Rheinau, No. 5 Neuhöferstrasse.

Ludwigshafen, 10 December 1947

(signed): Dr. Kurt Hartmann
(Assistant Defense
Counsel for Case VI)

DOCUMENT BOOK I BUETEFISCH No. 81
EXHIBIT No.

I.G. Participation in German Nitrogen Sales.

I.G.'s share in German sales, Sales for:	Fertilizer Nitrogen	Manufactured Nitrogen	Total Nitrogen (fertilizer and manufactured)
1933/34	48	31	51
1934/35	47	31	50
1935/36	47	33	51
1936/37	50	34	54
1937/38	53	34	58
1938/39	54	35	58
1939/40	51	34	56
1940/41	45	33	52
1941/42	46	31	54
1942/43	39	30	52
1943/44	25	26	46

Ludwigshafen, 10 December 1947

(signed): Dr. v. Kéler

This is to certify that the above is a literal and
correct copy of the above document.

Nuernberg, 2 February 1948

(signed): Dr. Hans Flaechsner
Attorney

AFFIDAVIT

I, Dr. Hans v. Kólor, residing at present in Mannheim-Rheinau, No. 5 Neuhoferstrasse, make the following statement which is to be submitted in evidence to the American Military Tribunal in Nuornberg. I declare on oath that my testimony is the truth and I am aware of the fact that I am liable to punishment for making a false statement.

On the basis of information ^{from} the former Nitrogen Syndicate accessible to me I have compiled, as per enclosure, figures for the most important industrial states and for several typical years on the Nitrogen consumption and the respective production capacity available, and from such data I have calculated the import requirements or overproduction for the respective countries. This summary shows that, as early as in 1932/33, all these States had a Nitrogen production capacity in excess of their own consumption.

Ludwigshafen, 22 December 1947

(signed): Dr. Hans v. Kólor
(Dr. Hans v. Kólor)

This is to certify that the above signature was appended before me today by

DOCUMENT BOOK I BUBTEFISCH No. 107
EXHIBIT No.

- 2 -

Dr. Hans v. Kóler, residing at Mannheim-Rheinau,
No. 5 Neuhofer Strasse,

Ludwigshafen, 22 December 1947

(signed): Dr. Kurt Hartmann
(Assistant Defense Counsel for
Case VI)

-.-.-.-. .

This is to certify that the above is a literal
and correct copy of the above document.

Nuernberg, 2 February 1948

(signed): Dr. Hans Flaechsner
Attorney

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Appendix to Document Book I Buetefisch No.107

Nitrogen Consumption and Production Capacities of the most important Producer Countries
- in 1,000 tons of Nitrogen -

	1928/29				1932/33				1938/39			
	Con- sump- tion	Capac- ity	Import require- ments	Over- produc- tion	Con- sump- tion	Capac- ity	Import require- ments	Over- produc- tion	Consump- tion	Capac- ity	Import- require- ments	Over pro- duction
England	65,8	150,0		90,2	77,8	324,0		246,2	114,4	324,0		209,6
Norway	5,9	64,1		51,2	6,6	114,1		107,5	12,8	114,1		101,3
Belgium	64,4	43,3	21,1		53,1	215,5		180,4	63,5	218,0		152,5
France	180,1	113,5	66,8		169,5	235,2		65,7	191,4	274,5		83,1
Holland	67,2	10,0	57,2		67,8	111,0		43,2	99,0	113,0		14,0
Italy	61,1	67,1		6,0	67,3	89,4		22,1	150,5	174,4		23,9
Poland	58,0	52,6	5,4		17,8	101,6		83,8	43,8	101,6		57,8
Switzerland	2,6	15,6		11,0	2,7	15,6		12,9	3,9	22,0		18,1
Czechoslo- vakia	32,2	24,6	7,6		20,6	31,0		10,4	27,5 ^{*)}	33,5 ^{*)}		6,0
Canada & USA	383,9	290,6	85,3		246,1	528,1		302,0	400,4	572,8		172,4

Ludwigshafen, 22 December 1947
(signed:) Dr. v. Kähler

^{*)} = 1937/38

ATTACHMENT TO DOCUMENT BOOK I BUETEFISCH No.
EXHIBIT No. 107

- 2 -

This is to certify that this is a literal and
correct copy of the above document.

Muornberg, 11 February 1948

(signed); Dr. Hans Flaechsner
Attorney

- 15 -

AFFIDAVIT

=====

I, Dr. Guenther Kunze, residing at present at Adelsheim, No. 65 Torgasse, have been warned that I am liable to punishment for making a false affidavit.

I declare on oath that my testimony is the truth and given to be submitted in evidence to the Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

From 1 April 1928 until 31 December 1945 I was employed as a chemist with the Badische Anilin u. Soda-fabrik, Oppau Plant, and since 1934 in the Nitrogen management office (projects bureau, later on Directorate's Office of Sparte I). On the basis of knowledge thus acquired and with the aid of available information I have prepared the attached list (Table 1) which indicates the main purposes for which Ammonia is used, and the Nitrogen compounds thereby produced, also a diagram covering the same field which is called Table 2.

As a means of confirmation I have signed both attachments with my full name.

Adelsheim, 23 December 1947

(signed): Dr. Guenther Kunze
(Dr. Guenther Kunze)

The above signature which was appended before me today by Dr. Guenther Kunze, residing at Adelsheim, No. 65 Torgasse,

- 2 -

is hereby certified by me.

Adelsheim, 23 December 1947

(signed) Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

Assistant Defense Counsel for Case VI

Table I
Appendix to my declaration
of 23 December 1947

Uses of manufactured Nitrogen Products.

Ammonia

NH_3
(liquid, -water,
ammonia)

Yeast, saccharin, disintegration of casein, refrigerating industry, soda, active alumina, cyanic compounds, ammonium persulphate, photostate, Indigo synthesis, (sodium Amide) smoke screen compounds, cautchouc, rayon, cellulose, metal polish; washing and cleaning agents, steel hardening, smooth annealing.

Acetonitrile

Ammonium phosphate

Vermis extermination.
Fermentation accelerating agent, flame protection, impregnation, sewer water purification, boiler washing, soldering agent.

Formamide

Formic acid

Hexamine
Cryelite
Methylemine

Organic intermediary products; chemical engineering products, textile and lumber industry.

Treatment with Siliron detergent (Silierung); textile auxiliary.

Pharmaceutica, plastics, cautchouc
Aluminum
Pharmaceutica, dyestuffs, vulcanizing accelerators, detergents.

Ammonium sulphate
 $(\text{NH}_4)_2\text{SO}_4$

Yeast, fermentation, drinking water treatment, metal salts, impregnation agent, leather mastering, rayon, metal polish, noncombustible paper.

Ammonium bicarbonate

NH_4HCO_3

Baking powder, cacao; cheese making, filling material for fire extinguishers, rubber industry, borax substitute for shell-lac solution.

- 3 -

(Salt of hartshorn)	Dyeing of glove leather, soaps, wool cleaning, enameled, incandescent lamps.
<u>Ammonium chloride</u> NH_4Cl (sal ammoniac)	Pharmaceuticals, fire-proof paint, impregnation of wood and wool, synthesis-catalysts: printing of soft goods, dye fixing, leather tanning, smoke screen compound, artificial resin, galvanising, soldering, welding, dry batteries, aluminum smelting, ferro-alloys.
<u>Nitrate of sodium</u> $NaNO_3$	Cooling brine, preserves, cotton printing, enamel purification agent, Aluminum refining, glass industry, high-explosives for civilian use.
<u>Nitrate of lime</u> $Ca(NO_3)_2$	Cheese making, softening agents, steel testing, artificial wood, glazing substances, explosives (civ).
<u>Nitrate of potassium</u> KNO_3	Preserves, smoking of tea herbs, cheese making, impregnating of cardboard, hardening salt for light metals, aluminum refining, welding electrodes, agents for melting, glass-enamel and metals, Diesel pre-heating plugs, anti-shrink agent for high-grade steel, fireworks, explosives, (civilian).
<u>Nitrate of Ammonia</u> NH_4NO_3	Refrigeration, nitrous oxide, chemical engineering products, grinding wheels, explosives, civilian and military.
<u>Nitric Acid</u> HNO_3 diluted	Pharmaceuticals, parasite extermination, campher, Barium and Strontium Nitrate, chemical engineering products, dyestuffs.
concentrated	Sulphuric acid, dyestuffs, celluloid, zapon varnish, nitro varnish, separation of precious metals, explosives, civilian and military.
<u>Adipin Acid</u>	Plastics, artificial resins.
<u>Urea</u> $CO(NH_2)_2$	Amide fodder mixture, pharmaceuticals, fire protection, dextrine substitute, Urosin (oil-less, weatherproof paint ingredients); artificial resins, plastics, Kaurit glue, insulating substances, glue liquefaction, Cellophane, dyestuffs auxiliaries, textile printing, tanning substances, crush-proofing of

- 4 -

materials, accelerator for setting pit,
softeners,

Sodium Nitrite
NaNO₂

Preserves, pharmaceuticals, dyestuffs,
dyewood extracts, manufacture of
rubber balls, tanning substance, stool
temporing agent, galvanization, oil
hardening, rust proofing, incandescent
lamps.

Ammonium Nitrite
NH₄NO₂

Dyestuffs, chemicals.

I certify that this is a literal and correct copy
of the above document.

Muernberg, 2 February 1948

(signed): Dr. Hans Flaechsnor
Attorney

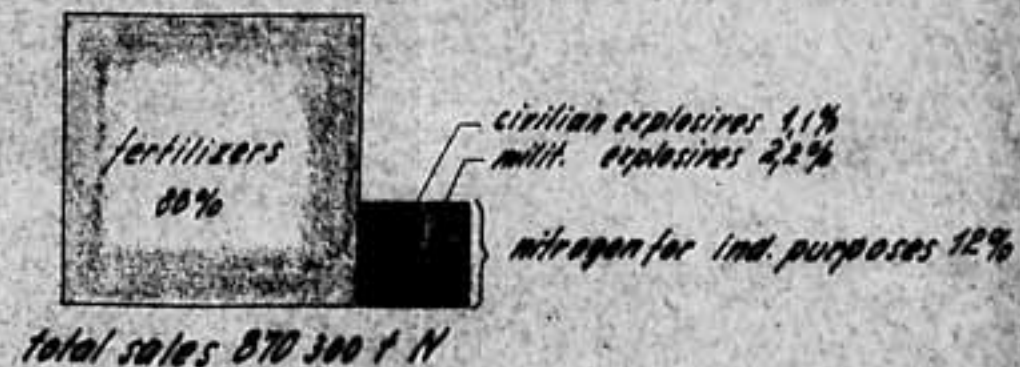
Use of nitrogen products

Table 2
belonging to my affidavit
dated 23. december 1947
Dr. Günther Tjornehoj

Nitrogen for industrial purposes

<u>Fertilizers</u>	Nitrogen-compounds	Derivates	Foodstuff-industry, freezing ind., preservation	Pharmacy, fungicides, fire safety	Chemicals, dyestuffs, plastics, film, photo	Textile ind., washing and cleaning agents	Metal-, electrical-, mechanical eng., woodwork-, building material-, glass ceramic-ind.	Explosives civil, milit.
Ammoniated fertilizers (as Ammopka a.s.o.)	Ammonia (liquid, aqueous, spirit of hartshorn)	acetonitrile ammonium phosphate formamide formic acid hexamine cryolite methylamine	██████████	██████████	██████████	██████████	██████████	
sulphate of ammonia	sulphate of ammonia		██████████	██████████	██████████	██████████	██████████	
humate fertilizers	amm. carbonate		██████████	██████████	██████████	██████████	██████████	
calcium ammonia "Kalkammoniak"	amm. chloride (sal ammoniac)		██████████	██████████	██████████	██████████	██████████	
sodium nitrate (soda niter)	sodium nitrate		██████████	██████████	██████████	██████████	██████████	██████████
nitrate of lime (nitrochalk)	nitrate of lime			██████████	██████████		██████████	██████████
potassium nitrate potass. amm. nitrate	potassium nitrate		██████████		██████████		██████████	██████████
salnitro amm. sulph. nitrate "Nitrophoska"	ammonium nitrate		██████████	██████████			██████████	██████████
	nitric acid diluted				██████████		██████████	
phosphate fertilizers by "Gida process"	nitric acid concentrated	adipic acid	██████████	██████████	██████████	██████████	██████████	██████████
urea urea calcium nitr. (calurea) urea potash amm. phosphate	urea		██████████	██████████	██████████	██████████	██████████	
	sodium nitrite				██████████		██████████	
	amm. nitrite				██████████		██████████	

Distribution of german nitrogen sales in 1937/38



AFFIDAVIT

I, Dr. Heinrich B u s t e f i s c h , at present in the prison of the Palace of Justice, Nuremberg, having been duly warned that any false statements on my part will render me liable to punishment hereby state on oath that my statements are correct and were made for submission in evidence to the Military Tribunal in Nuremberg, Germany.

In accordance with my knowledge, recollection, and documents at my disposal, I compiled the following treatise on m e t h a n o l .

M e t h a n o l . . .

1920 - 1922

Experiments to produce methanol from carbonmonoxide and hydrogen in Ludwigshafen.

1923

Building of a methanol installation in Leuna with a capacity of approx 25 000 tons per year. They succeeded very soon in manufacturing methanol although not of the desired purity at first. Production could have been increased to any amount already that year, had there been sufficient utilisation for methyl alcohol.

When the initial difficulties had been overcome, the

methanol produced synthetically in Leuna could be produced at such a low price that it could replace successfully the methanol production from wood distilling.

Methanol was used chiefly for the production of formaldehyde, a textile catalyst, and in other branches of the chemical industry.

The first large-scale foreign business was concluded with the United States of America in 1926-1927. This export had to cease again very shortly afterwards, however, as America herself erected a synthesis plant on a large scale. In other countries such as England, Italy, and Japan, an important methanol industry also developed in time, modelled on the I.G. process on the whole.

The economic crisis of the years 1929 - 1932 was a considerable obstacle to the expansion of the methanol business. The capacity existing at Leuna could not be fully exploited. During the next few years production increased to 25 000 tons per year in 1935 because of its increasing use as textile catalysts and solvents. In 1936 a law was issued which enforced the addition of methanol to fuels in a form in which ethyl alcohol was replaced by 20% of methyl alcohol. This methanol consumption gradually decreased again with the disappearance of the compulsory admixture of alcohol; later it was stopped

entirely.

The methanol production as such, however, could be continued on a considerable scale in the following years, as by that time the plastic industry (phenol-formaldehyde and hormone formaldehyde, Kaurit-glue) used considerable quantities of methyl alcohol.

The quantity of methanol required for this purpose was distilled in Leverkusen and Wolfen. Great purity was required in this product, especially for the production of formaldehyde (oxydation of methanol).

In 1936 it became possible to produce ether as a by-product in the manufacture of methanol, and in Hoechst and Oppau dimethyl-sulphate and dimethyl-aniline were produced from this.

In 1935 the production of high grade alcohols analogous to the methanol synthesis was started. The synthesis is called Isobutyl-synthesis.

The process, apart from contact affinity and the variation in the speed of flow, does not differ outwardly from the methanol-synthesis. The contact also is very similar to the methanol contact. While the latter consists of chrom^{ium} oxide and zinc oxide, the former contains a small quantity, up to 1/2 % alkali, besides these two components. The composition of the product (crude Isobutyl Oils) is as follows:

- 4 -

Is ethanol	44 %
n. Propyl alcohol	1,5 %
Isobutyl alcohol	16 %
Isobutyl amyl alcohol	1 %
Fraction 145-160°	4 %
" 160-220°	2,5 %
" above 220°	0,5 %
Methyl ether	1 %

Into this period also fall the first beginnings of the production of Isooctane from Isobutyl alcohol, after small practical experiments had been made in Ludwigshafen since 1931. One can see from the production list that there is a great quantity of by-products in the production of Isooctane. The purpose of the production of high grade alcohols at Leuna was to penetrate with the high grade alcohols into the growing market for raw material for varnishes, washing materials, and a substance for producing matt surfaces.

In America the isobutyl oil synthesis was put into practice by DuPont and the products are already on the market in Holland, for instance. Also products of French origin based on isobutyl oil were on the market.

On hand of our experiences we had no doubt that we could produce the isobutyl oils so cheaply as to be able to

the undersell products on the market which they were to replace. Shell in Austria are already offering secondary Butyl-alcohol in competition to the n-butyl alcohol of the I.G. Information received by the Coloristic Department Ludwigshafen (Dr. Jordan) also points out that solvents cheaper than those we can supply to-day are appearing in England in close competition with our business. Only the possibility to produce a similar product as cheaply and soon can save this market for us, or even extend it.

For these various reasons we propose to restart the Isobutyl synthesis and to make a definite production program for the coming year.

There can be no doubt that we did not start on the Isobutyl synthesis in order to produce Iso-octane but merely so that we should not lose our business in the market for solvents. The Iso-octane production was merely a side line for us.

In the following list we give a short summary of the intended application of the new products. It is also indicated for what additional purposes the products are under investigation.

-6-

Products of the Synthesis.

	Planned use	Future use under investigation
Methanol	Fuel, methyl acetate	for formaldehyde (favourable experiment)
Methyl fraction	Extracting agent for Bitumen (Riebeck)	- - -
n-propyl alcohol	for films (Wolfen) f. cosmetic use (exp) f. tripropyl phosphate (Bitterfeld) Propiolic aldehyde (Wolfen aranaxis) Propiolic aldehyde f. propiolic acid (Hoechst) propyl propionate (Hoechst)	for damping cellulose (Bilburg) substitute for methyl alcohol I.G. interior use; rest for open market.
Fraction 100-135° cent. iso-butyl amyl alcohol	competition for secondary alcohol for Ester (Hoechst) foam preventing agent (Loverkusen) di-iso-butyl amino, iso-butyl aldehyde.	for phosphate, xanthate, carbonic acid, formiate (Weichmacher) iso-butyl amyl alcohol iso-octane.
Fraction 135 - 145 °	competition for secondary alcohols	substitute for amyl alcohol
Fraction 145 - 162 °	for Ester (Hoechst) (Elberfeld mango remedy) heptyl heptyl aldehyde	for heptylone, heptylone, acid (f. textile auxiliaries) phosphate, carbonic acid Ester, formiates.
Fraction 162-220°	for gasoline	for delustering of artificial silk
Balance	for gasoline	- - -

The methanol production (pure methanol) of the I.G. developed as follows:

- 7 -

1925	. . . . .	7 500	tons
1926	. . . . .	12 500	"
1927	. . . . .	16 000	"
1928	. . . . .	19 000	"
1929	. . . . .	21 500	"
1930	. . . . .	13 000	"
1931	. . . . .	18 000	"
1932	. . . . .	13 669	"
1933	. . . . .	16 874	"
1934	. . . . .	19 174	"
1935	. . . . .	25 453	"
1936	. . . . .	92 847	"
1937	. . . . .	104 502	"
1938	. . . . .	86 241	"
1939	. . . . .	86 574	"

The development in production shows clearly that the methyl alcohol synthesis was a pure peace production which went entirely into economic consumption.

The iso-butyl oil synthesis, too, was extended only as far as the products could be used in normal economic consumption. This allowed for a production 4,000 i.e. 6,000 tons of iso-octane. The agreements concluded between Louisa and the Reich Air Ministry are to be understood in this way.

Nuremberg, 15 January 1948

signed: Dr. Heinrich Buotofisch
(Dr. Heinrich BUETEFISCH)

Sworn and signed before me this

- 8 -

15th day of January 1948 by Herr Dr.Heinrich Buotofisch,
at present in the Court Prison, Wremsborg, who is
known to me to be the person making the above affidavit.

signed: Dr.Hans Flaechsner
(Dr.Hans Flaechsner)

A F F I D A V I T

I, D.Kurt H a r t m a n n , resident at
near
Ilvesheim / Mannheim, Goethestrasse 25, after
having been duly informed that I render myself
liable to punishment if I make a false statement,
hereby state on oath that my statement is the
truth, and that it was made for presentation as
evidence before the Military Tribunal at Nurem-
berg, Germany.

As an employee of I.G.Farbenindustrie I was an
expert in the Direktion office of Sparte I from
1936 and hence obtained a comprehensive picture
of the production in Sparte I. On the basis of this
knowledge and through the utilization of the tables
of I.G. and the D.A.G. which are at present availab-
le to me, I have drawn up the attached description
of the methanol production of I.G. which descrip-
tion I have certified with my signature.

Nuremberg, 7 October 1947.

(signd.) Dr.Kurt Hartmann
(Dr.Kurt Hartmann)

I hereby certify the signature appended before
me of Dr.Kurt Hartmann, resident at Ilvesheim
near Mannheim, Goethestr.25.
Nuremberg, 7 October 1947.

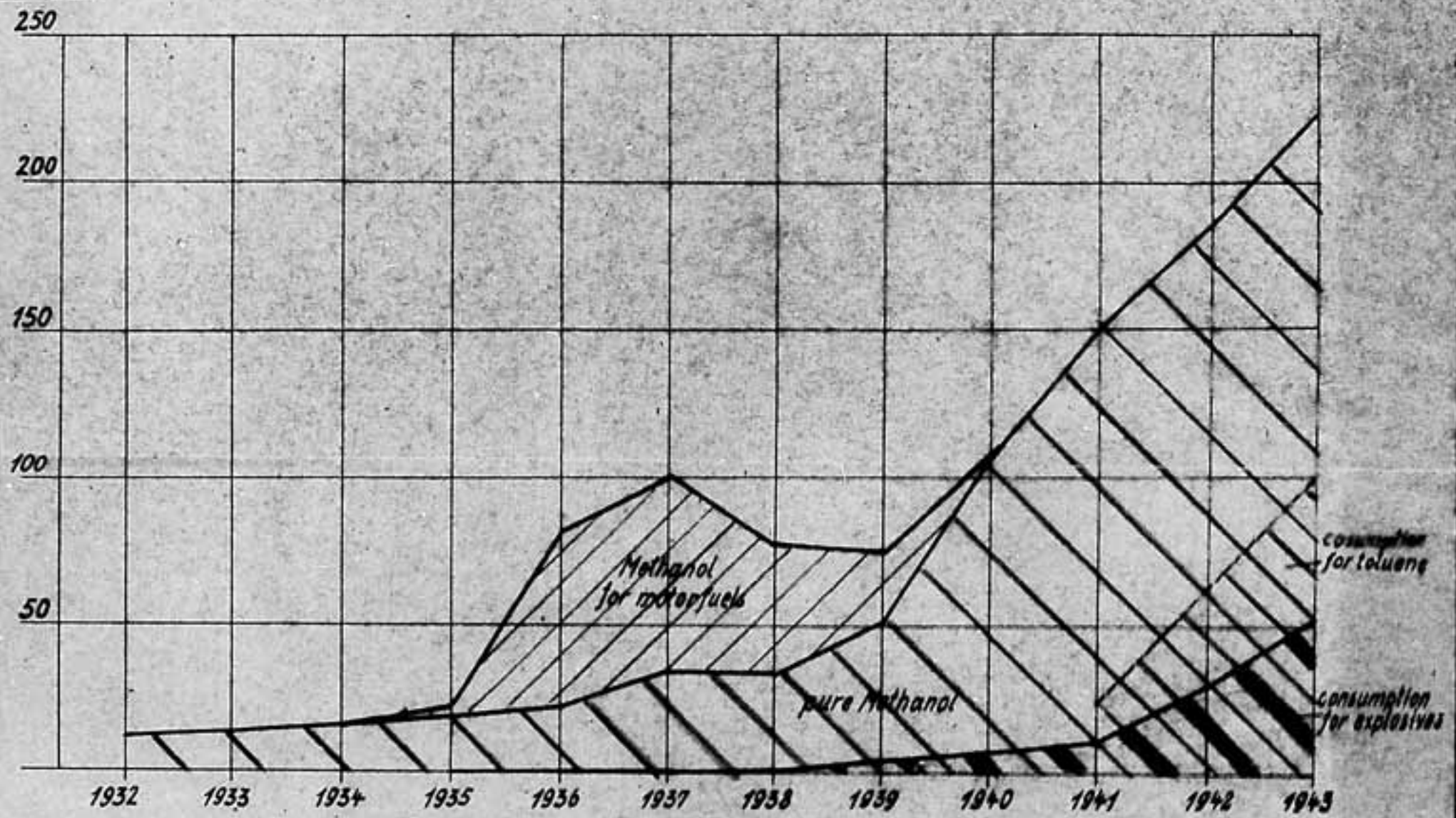
(signd.) Dr.Hens Flechsner

I hereby certify that this is a true and correct
copy of the above document.
Nuremberg, 16 February 1948 signd. Dr.Hens Flechsner
Attorney-at-Law

Production of Methanol by J.G.

Table
belonging to my affidavit
dated 7. October 1947
Dr. Kurt H. ...

in 1000t



A F F I D A V I T

I, Dr. Heinrich B u e t e f i s c h , at present in the Court House Prison, Nuremberg, after having been duly informed that I render myself liable to punishment if I make a false statement, hereby state on oath that my statement is the truth and that it was made for presentation as evidence before the Military Tribunal at Nuremberg, Germany.

On the basis of my knowledge and recollections and documents now available to me, I have compiled the following "History and Chronological Survey of Hydrogenation" according to the best of my knowledge.

History and Chronological Survey of Hydro-
genation. -----

A. History of Hydrogenation.

In 1920 Bergins tackled the problem of converting coal into mineral oil by the direct application of hydrogen under pressure and in the following years he did attain the first technical successes. Prof. Bosch, the leading technician of I.G. Farbenindustrie seized upon this idea with the conviction that the process could lead to a large-scale technical and economic solution, by applying suitable catalysts to the nitrogen and methanol synthesis in combination with the wide experience of I.G. in the field of high pressure technology,

I.G. acquired the basic patents from Bergins, and building upon these patents, I.G. was able by means of meticulous research on a small technical scale to make further discoveries which led to the decision, in 1926, to erect the first large coal liquefaction installation in Leuna, with an annual capacity of 100,000 tons gasoline.

The experiments carried out in Ludwigshafen had solved the basic task of converting hard coal into heavy and medium oils by the application of hydrogen under pressure with suitable catalysts in the so-called sump stage; these oils were then further converted into light carbohydrates by the application of high pressures with hydrogen in the presence of catalysts. With these epoch-making discoveries, however, this new synthesis which is briefly called "hydrogenation", was by no means complete. Bosch had recognized that with this method of utilizing coal and the heavy oils a new path was open for the synthetic production of carbohydrates generally, and above all unsuspected possibilities were presented for aliphatic chemistry to participate in the large-scale technical production of consumer goods. As early as the first small-scale technical experiments it was possible to produce valuable organic products which had previously been unobtainable

by synthesis.

In clear recognition of the fact that these far-reaching discoveries in the field of hydrogenation would bring about revolutions in the general field of mineral oil processing, the President of Standard Oil of New Jersey, Teagle, and the chairman of the Vorstand of I.G., Professor Bosch, agreed during discussions in 1927 and 1928, to pursue the problem of hydrogenation by means of combined research by their two companies, in order to enable it to be utilized for the whole world. In the fall of 1929, the contracts were signed between Standard Oil and I.G. which, inter alia, provided for the extensive exchange of information in the field of hydrogenation and closely related fields of chemistry, and which was to remain in force for a provisional 15 years. Thus a far-reaching bond was sealed between mineral oil and coal chemistry between I.G.-Farben and the Standard Oil Co. The fundamental ^{concepts} of I.G. Farbenindustrie under the direction of Prof. Bosch which led to the search for a large-scale technical solution of the coal liquefaction problem in a large manufacturing plant, may be briefly summarized in the following points:

1. Opening and developing a new field of coal chemistry which included a series of other important syntheses for aliphatic chemistry in addition to the production of mineral oil.

2. Indicating new methods through the hydrogenation of heavy carbohydrates (cracking residues and mineral oil) to the mineral oil industry, which was then thought to be badly supplied, whereby this industry might fully utilize its raw material, from the economic viewpoint.

3. Self-production at home, in order to alleviate the foreign-exchange situation which had become critical.

4. To contribute, through the new synthesis with its wide field of application, to the elimination of unemployment.

5. To compensate for the inroads made into oxygen production by the economic crisis and the competition abroad by developing a new synthesis and thus to make possible the full utilization of available facilities.

At first the large-scale technical solution of the problem of coal liquefaction faced considerable mechanical difficulties. The pure chemistry of the reaction proved its merit, generally speaking, but the fact that it was necessary, for the first time in large-scale technology, to master simultaneously solid, liquid and gaseous stages under high pressures in the presence of reagents, led to many surprising set-backs, which however, by the use

extensive funds during tenacious and tireless research activity, especially in the field of material research, heat studies, and the field of reagents, led to the elimination of all difficulties in 1931/32 and beyond that brought improvements in the process so that the installation built in Leuna was able, with additional changes, to increase output threefold. In the following period, I.G. did not build any more large installations for the liquefaction of coal within its own firm; instead, I.G. continuously worked on the improvement of the process which it licensed to the coal owners and those with interests in oil. Thus were created a series of lignite hydrogenation plants, and also petroleum plants using hard coal after the liquefaction of hard coal was mastered in 1934. Abroad, in England, it was possible to commence operations, in 1935, in the first coal liquefaction installation using the I.G. process.

The task of I.G. was to study further the coal and oil hydrogenation processes and to utilize them for new syntheses. Comprehensive experiments led to the field of aromatization (Aromatisierung), isomerisation and dehydration of carbohydrates for the production of special fuels and for the production of special products which, in turn, served as basic materials for new processes. The efforts

for the development of the gaseous carbohydrates produced during hydrogenation, were particularly successful and led to the production both of synthetic lubricants and also of acetylenes, ethyle, and additional new synthetic materials. Numerous patents were taken out in all these fields in conjunction with Standard Oil. In the course of the further research projects in the mineral oil field, it was possible as early as 1933 to conclude the so-called "Cathalytic Refining Agreement," with various American mineral oil firms, which introduced a new phase in the processing of petroleums.

In the following chronological survey events are listed which are of importance to the developments in the field of hydrogenation.

Survey
B. Chronological of Hydrogenation.

1924

Continuous experiments on pressure hydrogenation with coal and tar, with sulfur-resistant catalyts at the Badische Anilin- und Sodafabrik.

1925

First patent application for sulfur-resistant catalyts.

Patent application for pressure hydrogenation of coal, tar, petroleum into gasoline, in two stages (slump and gas stages). Semi-technical experiments in furnaces of 300, 500 and 800 millimeter diameter.

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1926

Decision to erect a large-scale experimental station for 100,000 tons per year gasoline, from lignite, in central Germany (Leuna).

1927

First Leuna gasoline.

Agreement with Standard Oil on the utilization of the hydrogenation process for processing crude oil in the U.S.A.

1928

Operations begun in the experimental station erected by the Standard Oil Co. of New Jersey for the processing of cracking residues and thick oils with application of our process. The operations fulfilled all expectations. Further negotiations with Standard Oil Co.

1929

Production at Leuna reached 27,000 tons per year. In the first place in 1927, an agreement in the field of hydrogenation for the utilization of our process to process crude oil in the United States of America was reached with the Standard Oil Co. of New Jersey. This agreement was, above all, successful with regard to the interest in the production of heavy crude oils which had to be used in increasing quantities, since the light crude oils were no longer permanently available in sufficient quantities.

The output of light gasoline had risen disproportionately as compared with the total production. Here our process comes into play; with it it is possible to prepare certain heavy crude oils so that they can be processed in the existing refineries just as the light crude oils which had been processed almost exclusively previously. - Conclusion of the "Four Party Agreement" between I.G. and the Standard Oil Co. of New Jersey.

Conclusion of the Division of Fields Agreement.
Parties: Standard Oil Co. (N.J.) and subsidiaries,
I.G. and subsidiaries.

German Sales Agreement. (Standard Oil - 7. Sept.)

1930

Standard transfers patent ownership to the Hydro-Patents Company; by far the greater part of the American oil industry has participation in this company. The Standard I.G. Comp. transfers its joint patents for the world outside Germany and the U.S.A. to the International Hydrogenation Patents Co. (I.H.P.), which takes over their application in the rest of the world. The technical experience will be passed on through the company newly formed by the I.H.P., namely, the "International Hydrogenation Engineering & Chemical Co., at the Hague (I.H.E.C.).

Conclusion of the Jasco Agreement.

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Parties: 1. Standard Oil Development Co., 2. I.G. ,
3. Standard Oil Co.(N.J.) as guarantor, 4.Jasco Inc.
(name derived from Joint American Study Co.)

1931

Semi-technical experiments for gasoline produc-
tion from hard coal.

Patent application for highly active sulfide cata-
lysts.

First contact with the I.C.I.(Imperial Chemical
Industry, England) for commencement of coal lique-
faction operations in England.

1932

Solution of mechanical difficulties in hydrogena-
tion.

Lubricant experiments of I.G. lead to I.G.-Standard
Para-flow Agreement.

Production at Leuna reached a level of 93,265 tons.
The production cost sank to 25.4 Pfennig per kilo-
gram.

1933

Progress in the field of hard coal hydrogenation.
I.C.I.,England, decides to build a 100,000 ton plant

Experiments with coal from the Ruhr, and negoti-
ations with mining companies which wish to take up
hydrogenation. The hydrogenation process has roused
attention throughout the entire world, and various
lectures were held at the World Oil Conference in
London, during which the managing director of

Shell made extensive statements on hydrogenation. During their visits on 1 and 2 December 1933, in Ludwigshafen and the Hague, Prof. Lasslam of Standard Oil stressed the substantial progress made in the American plants in the hydrogenation of petroleum by using the I.G. process. In the field of lubricants, I.G. concludes the so-called Oppanol Agreement with Standard Oil.

Conclusion of the Reich Guarantee Contract between I.G. Farbenindustrie and the Reich Economic and Finance Ministry.

I.G. thereby assumes the obligation to expand its production from 300,000 to 350,000 tons.

1934

Large-scale experiments in hard coal hydrogenation at Ludwigshafen.

Research in the field of hydrogenation waste gases, Production of acetylene by the electric arc process. Dehydration experiments with hydrogenation waste gases. Elimination of valuable chemical products from hard coal hydrogenation.

Contracts: Agreement with Standard: Agreement re Para-fluorol dyes.

Establishment of the Braunkohlen-Benzin A.G. Participation of I.G., 13%, and surrender of licenses to this company.

1935

Introduction of the iron catalyst in the sump-phase

of hydrogenation.

Experiments for the production of lubricants from carbohydrates.

I.G. and Ethyl Gas Corp. set up a "lead-tetra" installation in Germany. Commencement of operations at the hydrogenation plant in England.

Application of the propane process to obtain lubricants. First interview with American firms which have merged in the Juik (Union Oil Co., Standard Oil Co. (N.J.), Standard Oil of Indiana and Kellogg-Comp.).

1936

Introduction of the so-called diluted reagent. Hence an increase of the octane values for manufactured gasoline. Introduction of the low-temperature hydrogenation process. Further development of the dehydration process for the further improvement of the octane values.

Beginning of operations at the Scholven hydrogenation plant (capacity 125,000 tons), the first German hard coal hydrogenation installation.

Contract between Stinnes and I.G. in respect of extraction and hydrogenation. Construction of a 50,000 ton gasoline plant and a 100,000 ton fuel oil plant.

I.H.E.C. concludes contract with Italy; construction of 2 installations, for 150,000 tons gasoline each, at Bari and Livorno. Raw material: Albanian oil.

I.G. concludes a contract with the Air Ministry for the delivery of 80,000 tons per year aviation gasoline.

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Further progress of hard coal hydrogenation by increasing the pressure to 600-700 atmospheres.

Further discovery of active catalyts.

A plant for Brabag (Braunkohle-Benzin A.G., Berlin) at Zeitz is under construction for the low-temperature process.

Agreement with Wintershall on the construction of a hydrogenation plant for petroleum residues and tars for 60,000 tons gasoline.

Standard and Shell ask I.G. to co-operate in the erection of a hydrogenation plant near Stettin, which can process heavy oils and cracking residues which would be imported. The installation is projected for 200,000 tons.

Location: Poelitz.

The Rheinische Braunkohle asks I.G. for a license to produce gasoline from lignite. Capacity, 150,000 tons.

Commencement of operations of Extrakt-Hydrierung Wehlheim, Mathias Stinnes Mining Company. Contracts on hydrogenation at the Paris Petroleum Congress through I.C.I. Reference to the possibility of producing aviation gasoline (Standard Oil and Shell).

Abroad two installations of Standard Oil Co. are in operation, Bayway and Baton Rouge, where at present aviation gasoline is being produced with diluted catalyts from I.G.

In Holland an iso-octane plant is operating in Pernie, in conjunction with the refinery. First experiments for the manufacture of ethylene lubricants.

Contract with Standard Oil and various other American companies on the polymerisation processes from gaseous carbohydrates to liquid fuels (Polyco-contract). Final contract between I.G. and Standard Oil on propane process (de-asphaltation, de-parrafination and the extraction of mineral oils in the presence of propane and butane (Juik-contract).

1938

Further successes through discovery of new catalyts in the hydrogenation field.

Wesseling (Rheinbraun) builds an installation for the I.G.process.

In Merseburg an experimental station is put into operation for the production of iso-octane (capacity, 4,000 tons per year) through isobutyl-alcohol.

Similarly, an experimental station is started for the production of ethylene lubricants.

Experiments in the catalytic cracking field. Further development in the field of carbohydrate synthesis, with iron reagents.

Contracts: Hydrocarbon Synthesis Agreement. Parties: Shell,

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Standard Oil Co. (N.J.), The M.W.Kellogg Co., I.G.
Farbenindustrie, Ruhrchemie.

1939

Further negotiations lead to the Catalytic Refining
Agreement. Parties: Standard Oil Development Co.,
Shell, Texas Development Co., Standard Oil of In-
diana, Standard Catalytic Co., Kellogg, Universal
Oil Product Co.

Nuernberg, 15 January 1948

(signd.) Dr.Heinrich Buetefisch
(Dr.Heinrich Buetefisch)

Sworn to and signed before me by Dr.Heinrich
Buetefisch, at present in the Court House Prison,
Nuernberg, known to me to be the person making
this affidavit.

Nuernberg, 15 January 1948.

(signed) Dr.Hans Flaechener
(Dr.Hans Flaechener)

A F F I D A V I T

I, Dr. Josef Simmler, resident at Ludwigshafen on Rhine, Brunckstr. 10, after having been duly informed that I will render myself liable to punishment if I make a false statement, declare under oath that my statement is the truth, and that it was made in order to be submitted as evidence to the American Military Tribunal in Nuernberg.

I have been employed by the I.G. Farbenindustrie A.G. (or its legal predecessor, Farbenwerke Bayer & Co., Leverkusen), since 1 June 1924, now the Badische Anilin- & Soda-fabrik, Ludwigshafen on Rhine. By virtue of the knowledge I gained in the course of this employment and through the IG files available to me, I am convinced that the 3 tables attached to my affidavit relative to the nitrogen and benzene production of IG and the main protection of Sparte I correspond to the facts. In confirmation thereof I have signed each of these tables with my full name.

Ludwigshafen on Rhine, 24 November 1947.

signed: Dr. Simmler.
(Dr. Simmler)

U.R.No. 2807/47A

I, Dr. Karl Ackermann, notary public with the official seat Ludwigshafen on Rhine, certify and confirm the correctness of the signature made before me by Dr. Josef Simmler, resident at Ludwigshafen on Rhine, Brunckstrasse 10.

G.R.No. 4545/47
Fee, sec. 29 2.00
Turnover tax: 0.06
Ri 2.06

Ludwigshafen on Rhine,
24 November 1947
signed: Dr. Ackermann

Official Seal: Dr. Karl Ackermann
Notary Public in Ludwigshafen on Rhine.

. This is a true and correct copy of document Buete-fisch
No. 20.
Nuernberg, 2 February 1948.

signed: Dr. Hans Flaechner
(Dr. HANS FLAETSNER)

Production of nitrogen and gasoline at Leuna

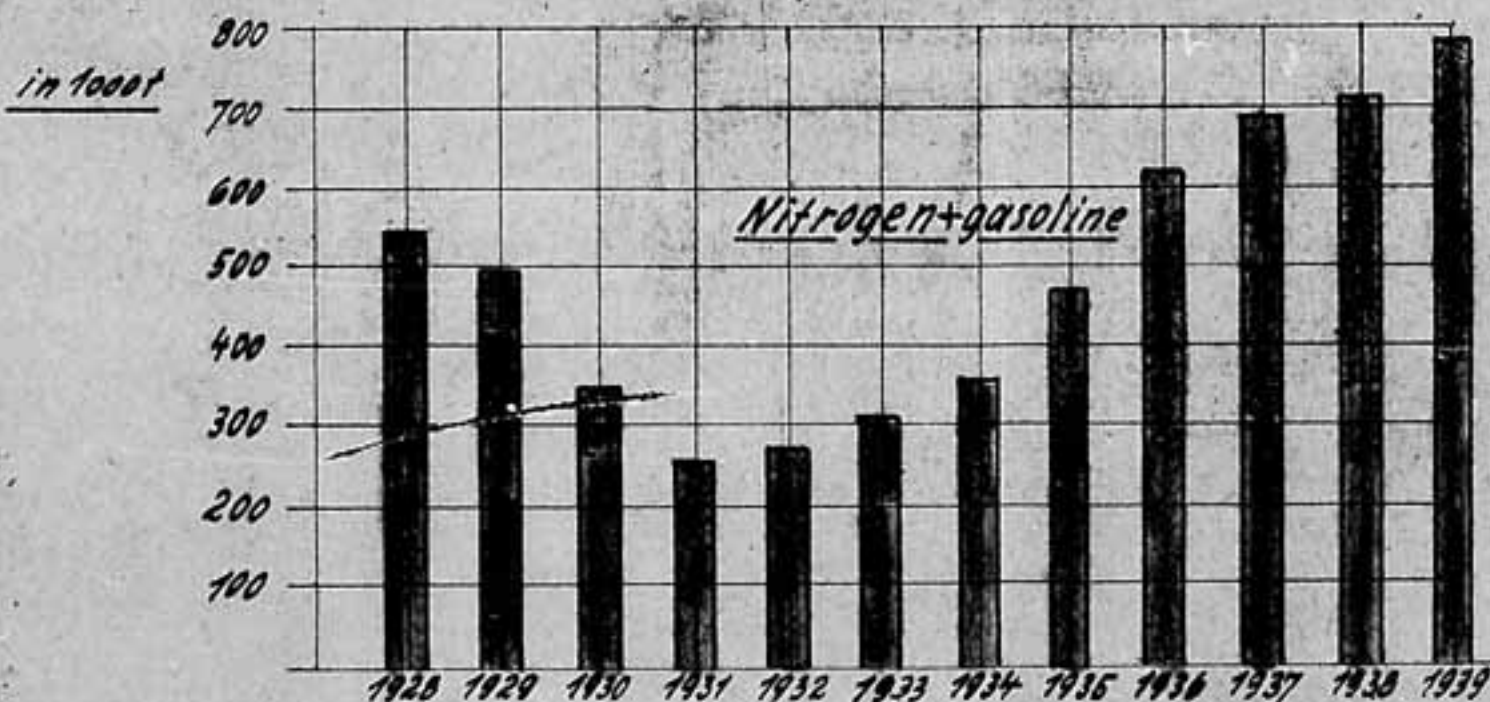
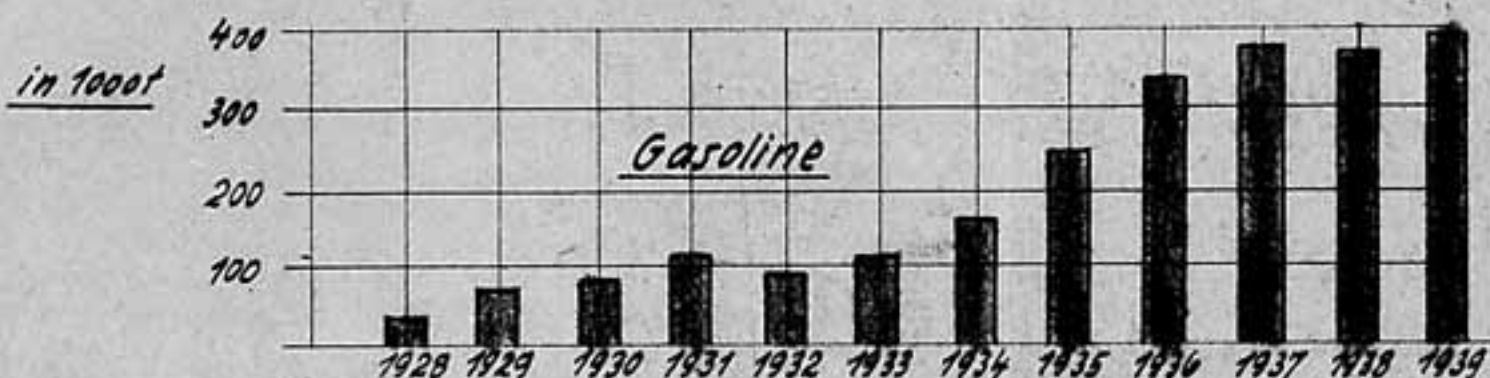
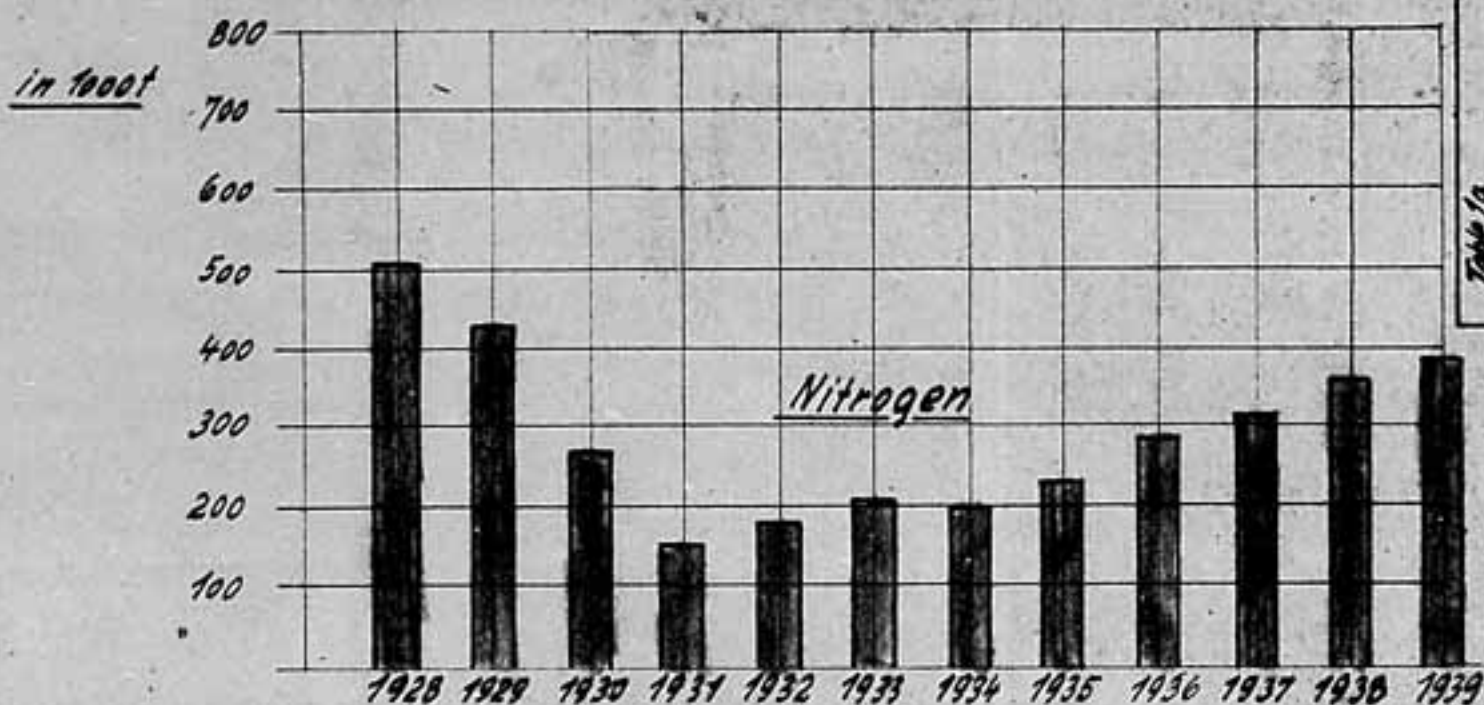


Table 10

According to my official documents
date 22-11-1939

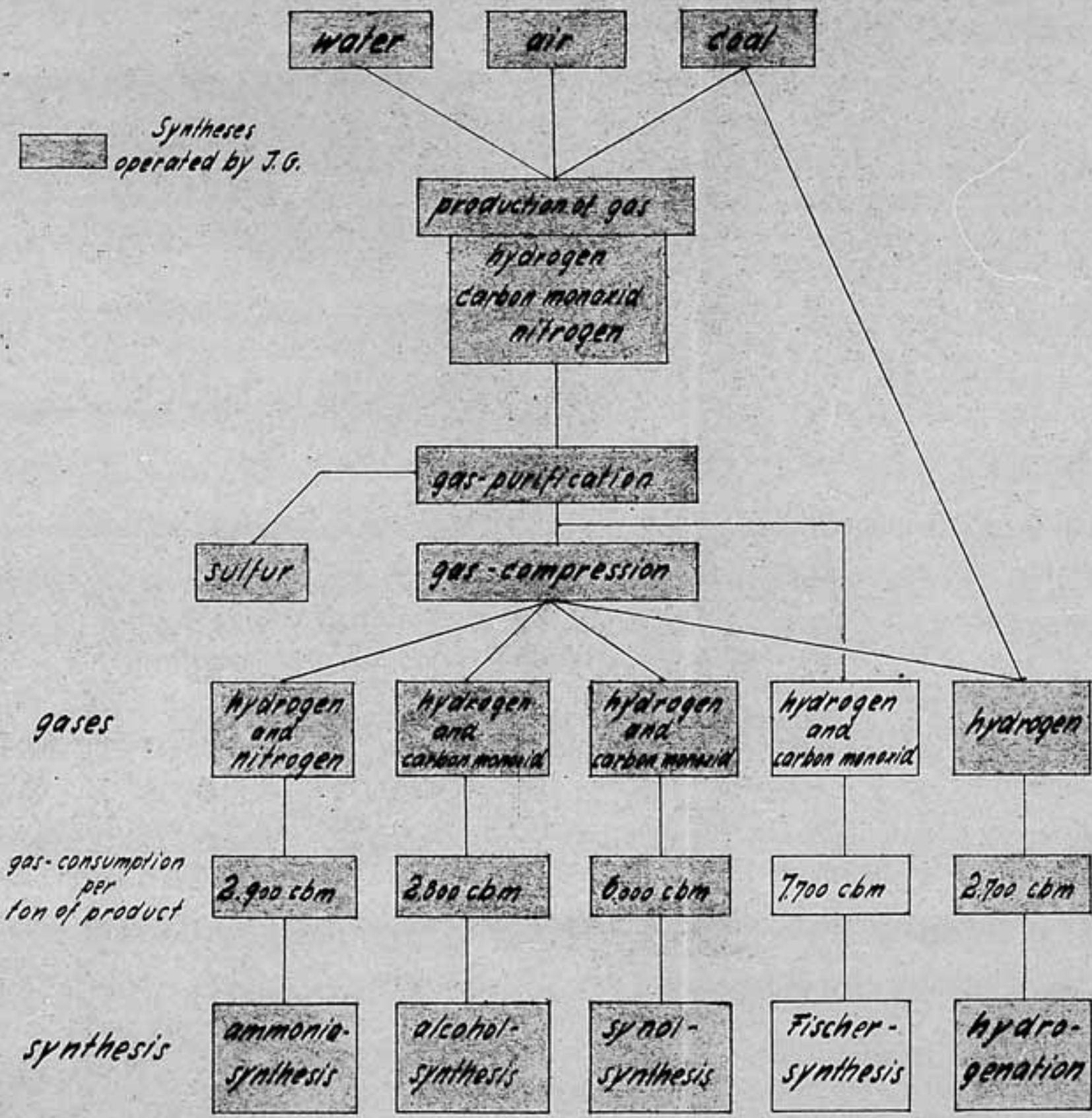
Production of nitrogen and gasoline at Leuna

	Production in 1000 t		
	Nitrogen	Gasoline	Nitrogen + gasoline
1928	506	27	533
1929	424	69	493
1930	266	82	348
1931	147	108	255
1932	171	93	264
1933	201	108	309
1934	200	153	353
1935	229	241	470
1936	283	332	615
1937	309	375	684
1938	358	359	717
1939	384	393	777

Table 1
belonging to my affidavit
dated 24 November 1947
St. Limmer

Main syntheses from coal

Table 2
 belonging to my affidavit
 dated 24 September 1947
J. Linn



A F F I L A V I T

I, Dr. Kurt Hartmann, residing at Ilvesheim, Goethestr. 25, have been duly warned that I shall render myself liable to punishment for making a false statement. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Kuernberg.

As a co-worker in the Direktion office of Sparte 1 in the Oppau plant of I.G. Farbenindustrie I was, inter alia, engaged in economic questions of the mineral oil field and thus have knowledge of matters pertaining to this field.

I composed the attached chart of the prices (including costs, insurance, and freight) and charges for import benzine in Germany, with reference to the records in the Yearbook of Germany mineral oil economy by Thuesen, 1939/40 edition, and the explanatory documents of I.G. Farbenindustrie. In confirmation thereof I have signed my name to this chart.

Kuernberg, 10 October 1947.

signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

Sworn to and signed before me by Dr. Kurt Hartmann, resident at Ilvesheim at Mannheim, Goethestrasse 25, known to me to be the person making the above affidavit.

Kuernberg, 10 October 1947.

signed: Dr. Hans Flaechsner
(Dr. Hans Flaechsner)

Accounting of costs for imported gasoline

Table
belonging to my affidavit
dated 10 October 1947
J. Kurt Klauer



A F F I D A V I T

I, Dr. Kurt Hartmann, resident at Ilvesheim at Mannheim,
Goethestrasse 25, have been duly warned that I shall render myself
liable to punishment for making a false statement. I declare on
oath that my statement is true and was made in order to be submitted
as evidence to the Military Tribunal in the Palace of Justice,
Nuernberg.

As an employee of I. G. Farbenindustrie since 1936 I worked
as co-worker in the Direktion office of Sparte I in Oppau. My
tasks there enabled me, inter alia, to collect comprehensive technical
and computative knowledge in the mineral oil field and especially in
the field of hydrogenation. Hence I was in a position to draw up
the attached charts, 1 and 2, on the cost and profit condition for
Louna gasoline by using the figures and documents of I. G. Farben-
industrie which were available to me. In confirmation thereof I
have signed both sheets.

Nuernberg, 10 October 1947.

signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

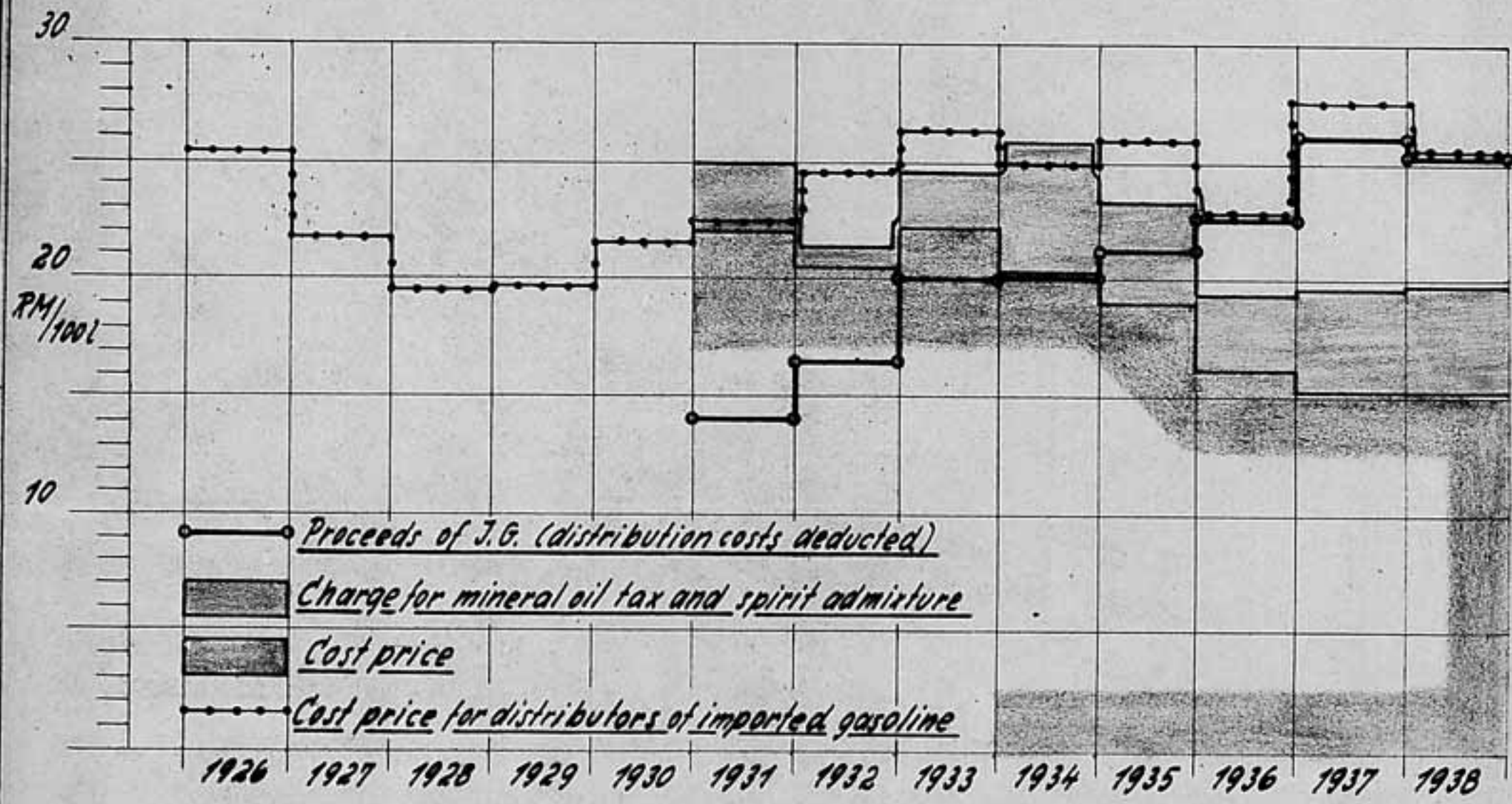
Sworn to and signed before me by Dr. Kurt Hartmann, resident at
Ilvesheim at Mannheim, Goethestrasse 25, known to me to be the
person making this affidavit.

Nuernberg, 10 October 1947.

signed: Dr. Hans Flaechsner
(Dr. Hans Flaechsner)

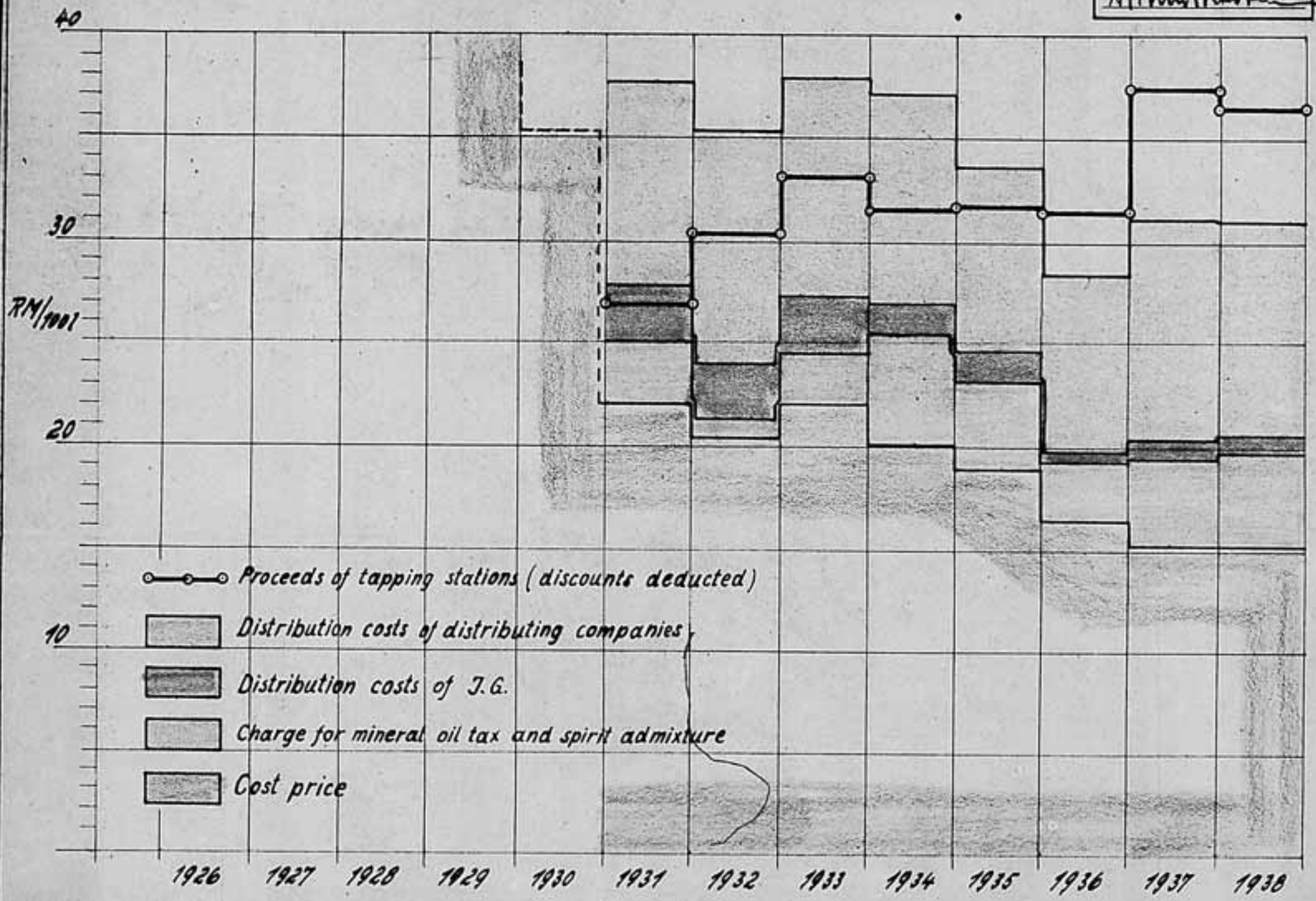
Accounting of costs and proceeds for Leuna-gasoline

Table 1
 belonging to my affidavit
 dated 10. October 1947
 H. Kurt Marten



Accounting of costs and proceeds for Leuna - gasoline

Table 2
 belonging to my affidavit
 dated 10. October 1947
 Dr. Kurt Hasko



A F F I L A V I T

I, Dr. Maria H O E R I N G , resident at Heidelberg, Lantestr.17,
have been duly warned that I shall render myself liable to
punishment for making a false statement. I declare on oath
that my statement is true and was made in order to be submitted
as evidence to the Military Tribunal in the Palace of Justice,
Muerberg.

I have been working with I.⁴. Farbenindustrie Aktiengesell-
schaft, Ludwigshafen, Rhine-Oppau, Department for High Pressure
Experiments since 1927 and since 1929 I have been engaged in
theoretical calculations, estimates, and operational calculations
for the production of gasoline. I have compiled the enclosed calcu-
lations on the basis of the favorable operational results and also
the prices of raw material and fuel used in the installation,
and with reference to installation costs which were evaluated by the
technical department for installation of 200,000 annual tons
auto gasoline, without consideration of the increased value due to
the war.

These calculations show that under the above named conditions,
the production costs in the catalytic pressure hydrogenation of
coal and tars are as follows:

Auto gasoline from hard coal	217.75 RM/tons	-16.3 Pfg/L
lignite	191.60 "	14.4 "
lignite-		
distilled tar	164.60 "	12.4 "

Ludwigshafen/Rhine, 10 December 1947.

signed: Dr. Maria Hoering
(Dr. Maria Hoering)

DOCUMENT BOOK I BUETEFISCH No. 110
EXHIBIT No.

I herewith certify that the above signature was executed
before me.

Ludwigshafen/Rhine, 10 December 1947

signed: Lr. Kurt Hartmann
(Lr. Kurt Hartmann)
Assistant Defense Counsel
in Case VI

* * * * *

I herewith certify that the above is a true and correct
copy.

Muernberg, 14 February 1948

signed: Lr. Hans Flaechsner
Attorney-at-Law

10 December 1947

Calculations for the production of auto gasoline
through hydrogenation of hard coal in installations for
200,000 annual tons auto gasoline.

		Hard coal (8% water, 4% ash)	
		RM/ton auto gasoline	
<u>Raw materials:</u>			
Coal or tar	1.84 tons	a 21.50 RM/t	39.50
Hydrogen a 4.5 Pfg/cbm	2800 cbm		126.00
Reagents and chemicals			5.00
			170.50
<u>Expenses:</u>			
<u>Fuels:</u>			
Raw lignite a 2.50 RM/t			
High-pressure steam a 1.75 RM/t	0.64 t	- 1.10	
Low-pressure steam a 1.70 RM/t	2.26	- 3.75	
Elec. power a 1.2 Pfg/KWH	960 KWH	- 11.50	
Fuel gas a 6.00 RM/1000 WE	2.7x106 WE	16.20	
Water a 1.1 Pfg/cbm	190 cbm	- 2.10	34.65
<u>Salaries and Wages:</u>			
workers and tradesmen a 1.30			
RM/Hr. (incl. addit. pay) 11 hours		14.30	
Salaries 20% of wages		2.85	
Materials 10% of wages		1.45	18.60
<u>Repairs:</u>			
of installation costs for actual hydrogenation 6 %		18.00	
of installation costs for auxiliary installations 2 %		1.50	19.50
<u>Amortization:</u>			
of installation costs for actual hydrogenation 10%		30.50	
of installation costs for auxiliary installation 5 %		3.80	34.50
<u>Taxes, fire protection, etc.:</u>			
of installation costs for actual hydrogenation and branches 2%		7.60	
Shipping costs		3.00	10.60
			288.15

10 December 1947

Calculations for the production of auto gasoline
 through hydrogenation of lignite in installations for
 200,000 annual tons auto gasoline.

		Lignite (60% water, 12.5% ash)	
<u>Raw materials:</u>			RM/ton auto gasoline
Coal or tar	6.45 tons a 2.50 RM/t		16.10
Hydrogen a 4.5 Pfg/cbm	2 500 cbm		112.50
Reagents and chemicals			6.40
			135.00
 <u>Expenses:</u>			
<u>Fuels:</u>			
Raw lignite a 2.50 RM/t	1.9 t	-	4.75
High-pressure steam a 1.75 RM/t	0.6 t	-	1.05
Low-pressure steam a 1.70 RM/t	2.3 t	-	3.90
Elec. power a 1.2 Pfg/kWh	660 kWh	-	7.90
Fuel gas a 6.00 RM/1000 WE	2,1 x 10 ⁹ WE	-	12.60
Water a 1.1 Pfg/cbm	215 cbm	-	2.35
			32.55
 <u>Salaries and Wages:</u>			
Workers and tradesmen a 1.30 RM/hr. (incl. addit. pay)	9.6 hrs.		12.50
Salaries 20% of wages			2.50
Materials 10% of wages			1.25
			16.25
 <u>Repairs:</u>			
of installation costs for actual hydrogenation	6%		16.80
of installation costs for participating branches	2%		1.40
			18.20
 <u>Amortization:</u>			
of installation costs for actual hydrogenation	10%		28.00
of installation for participating branches	5%		3.50
			31.50
 <u>Taxes, Fire Protection, etc.:</u>			
of installation costs for actual hydrogenation and branches	2%		7.00
Shipping costs			3.00
			10.00
			243.50

(60% water Lignite
 12.5% ash)

Credit:

Waste hydrogenation gas a	6.00 RM/1000 WE	
	3.4×10^6 WE	20.40
Liquid gas 1)	165 kg a 19.10	<u>31.50</u>
Production costs (without general expenses)		191.60

- 1) Fluid gas is being credited with the production costs for auto gasoline.

signed: Hoering.

10 December 1947

Calculations for the production of auto gasoline
through hydrogenation of lignite distilled tar in installations
for 200,000 annual tons auto gasoline.

<u>Lignite Distilled Tar</u>		
<u>Raw Materials</u>		<u>RL/ton Auto Gasoline</u>
Coal or tar	1.25 t @ 70.00 RL/t	84.00
Hydrogen: 4.5 Pfg/cbm	965 cbm	43.50
Reagents and chemicals		2.00
		<u>129.50</u>
<u>Expenses:</u>		
<u>Fuels:</u>		
Raw lignite @ 2.50 RL/ton		
High-pressure steam @ 1.75 RL/ton	0.52 t 0.90	
Low-pressure steam @ 1.70 RL/ton	0.96 t 1.65	
Elec. power @ 1.2 Pfg/kWh	335 kWh 4.05	
Fuel gas @ 6.00 RL/1000 cu ft	1.0x10 ⁶ cu ft 6.00	
Water @ 1.1 Pfg/cbm	145 cbm 1.60	14.20
<u>Salaries and wages:</u>		
Workers and tradesmen @ 1.30 RL/hr. (incl. addit. pay) 6.2 hrs.	8.05	
Salaries 20% of wages	1.60	
Materials 10% of wages	0.80	10.45
<u>Repairs:</u>		
of installation costs for actual hydrogenation 6%	8.70	
of installation costs for partici- pating branches 2%	0.70	9.40
<u>Amortization:</u>		
of installation costs for actual hydrogenation 10%	14.50	
of installation costs for partici- pating branches 5%	1.80	16.30
<u>Taxes, Fire protection, etc.:</u>		
of installation for actual hydrogenation and branches 2%	3.60	
Shipping costs	3.00	6.60
		<u>186.45</u>

Lignite Distilled Tar

Credits:

Waste hydrogenation gas a 6.00 RM/1000 WE	
	0.9x10 ⁶ WE
Liquid gas 1)	100 kg a 16.45 RM
	<u>16.45</u>
Production costs (without general expenses)	164.60

- 1) Liquid gas is with credited with the production costs
for auto gasoline.

signed: Hoering..

Actual Costs for Leuna Gasoline for the year 1943.

	RM / ton

Raw Materials	88.40
<u>Manufacturing expenses:</u>	
Salaries and wages	9.50
Fuels and other expenses	67.50
Amortization ,	16.17
	<u>93.17</u>
Total value of production	181.57

with a specific gravity of 0.75 this corresponds to 13.6 Pfg/l

A F F I L A V I T .

I, Emil Wuerth, resident at Frankfurt/Main, Eschersheim, Josephs-Kirchstrasse 13, in the house of Wagner, have been duly warned that I shall render myself liable to punishment for making a false statement. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nurnberg.

I was born on 26 January 1892. Since 1 December 1919 I was an employee, since 1937 executive (Handelsbevollmaechtigter) of the I.G. Farbenindustrie AG and the Ammoniakwerk Merseburg GmbH, Leuna-Werke, in the nitrogen calculation department, or in the accounting office Sparte I, and ^{now} a member of the Control Office of I.G. Farbenindustrie A.G., nitrogen and oils sales accounting department at

Frankfurt/Main. I have been able to compile the above
tables on the strength of my activities and the files available
to me.

Frankfurt on Main, 26 January 1948.

signed: Emil Wuerth.

Sworn to and signed before me by Herr Emil Wuerth, resident at
Frankfurt on Main, Eschersheim, Josephskirchstrasse 13, known to
me to be the person making this affidavit.

Frankfurt on Main, 26 January 1948.

signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

* * * * *

I herewith certify that the above is a true and correct
copy.

Kueraberg, 16 February 1948.

signed: Dr. Hans Flaechsner.
Attorney-at-Law.

A F F I D A V I T

I, Dr. Kurt Hartmann, resident at Ilversheim at Mannheim, Goethestrasse 25, have been duly warned that I shall render myself liable to punishment for making a false statement. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg.

As a co-worker in the Direction office of Sparten I in the Oppau plant of I.G. Farbenindustrie I was engaged inter alia with economic questions in the field of mineral oil and acquired general knowledge on procedures and firms in the mineral oil industry. In view of these experiences and the drawings and publications accessible to me, I have entered the locations of the German mineral oil plants on the attached map, insofar as they are known to me or contained in my documents; it is possible that this representation is not complete

Nuernberg, 8 October 1947.

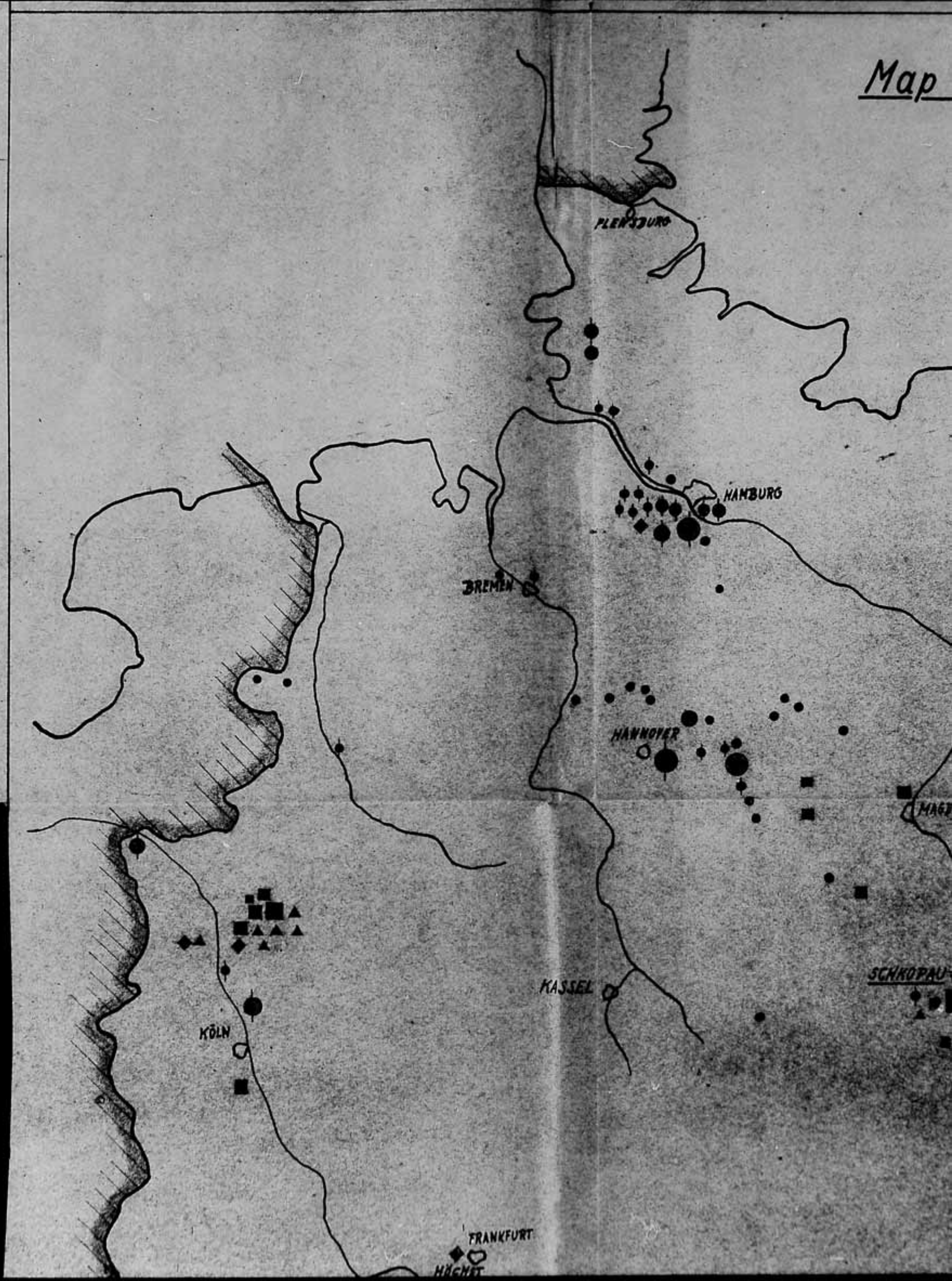
(Dr. Kurt Hartmann)

Sworn to and signed before me by Dr. Kurt Hartmann at Ilvesheim at Mannheim, Goethestrasse 25, known to me to be the person making this affidavit.

Nuernberg, 8 October 1947.

(Dr. Hans Flaechsner)

Map



Map of the german mineral oil industry

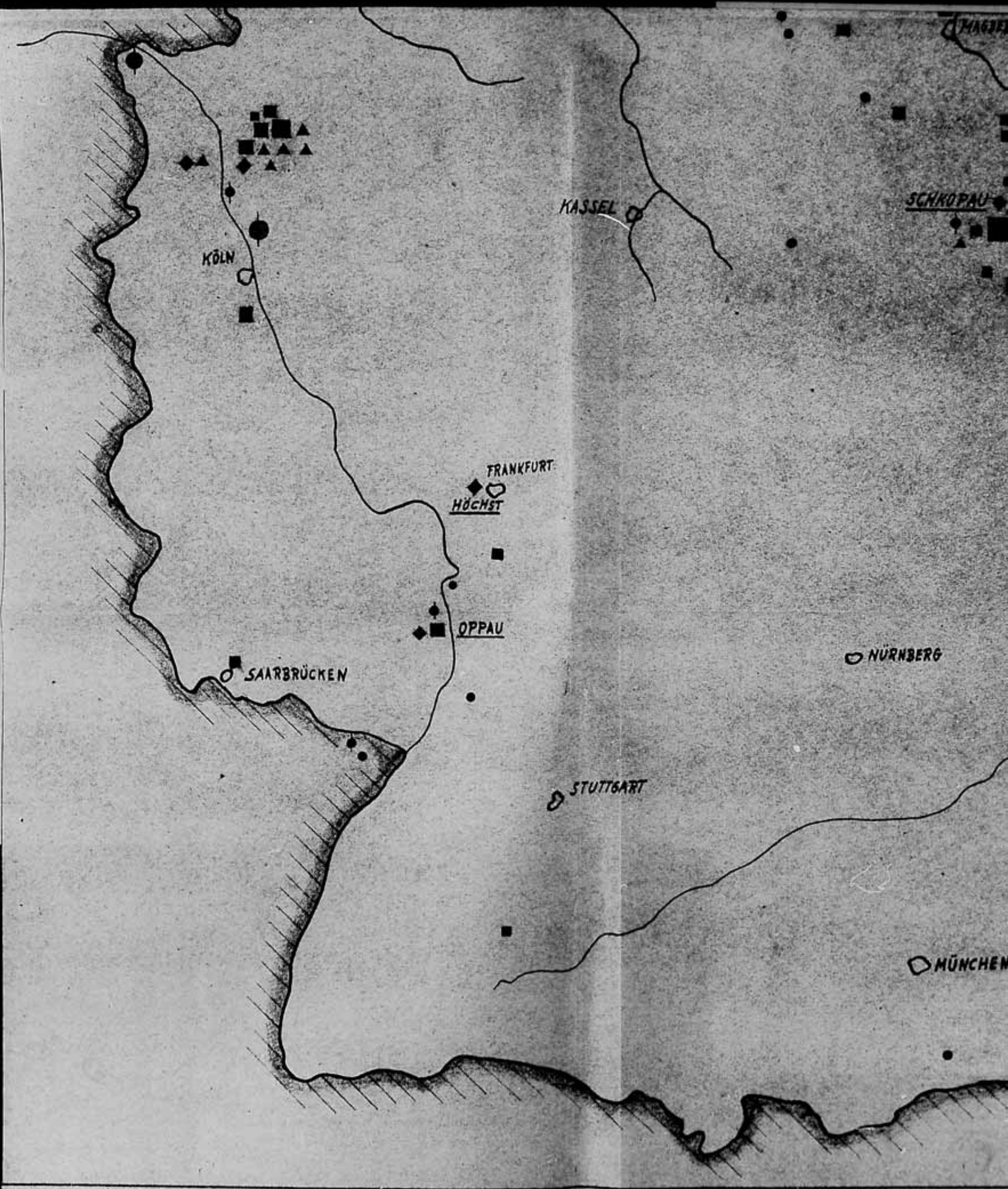


Map of the german mineral oil industry



n mineral oil industry





1: 1 500 000

KÖLN

KASSEL

SCHKOPAU

FRANKFURT

HÖCHST

OPPAU

SAARBRÜCKEN

NÜRNBERG

STUTTGART

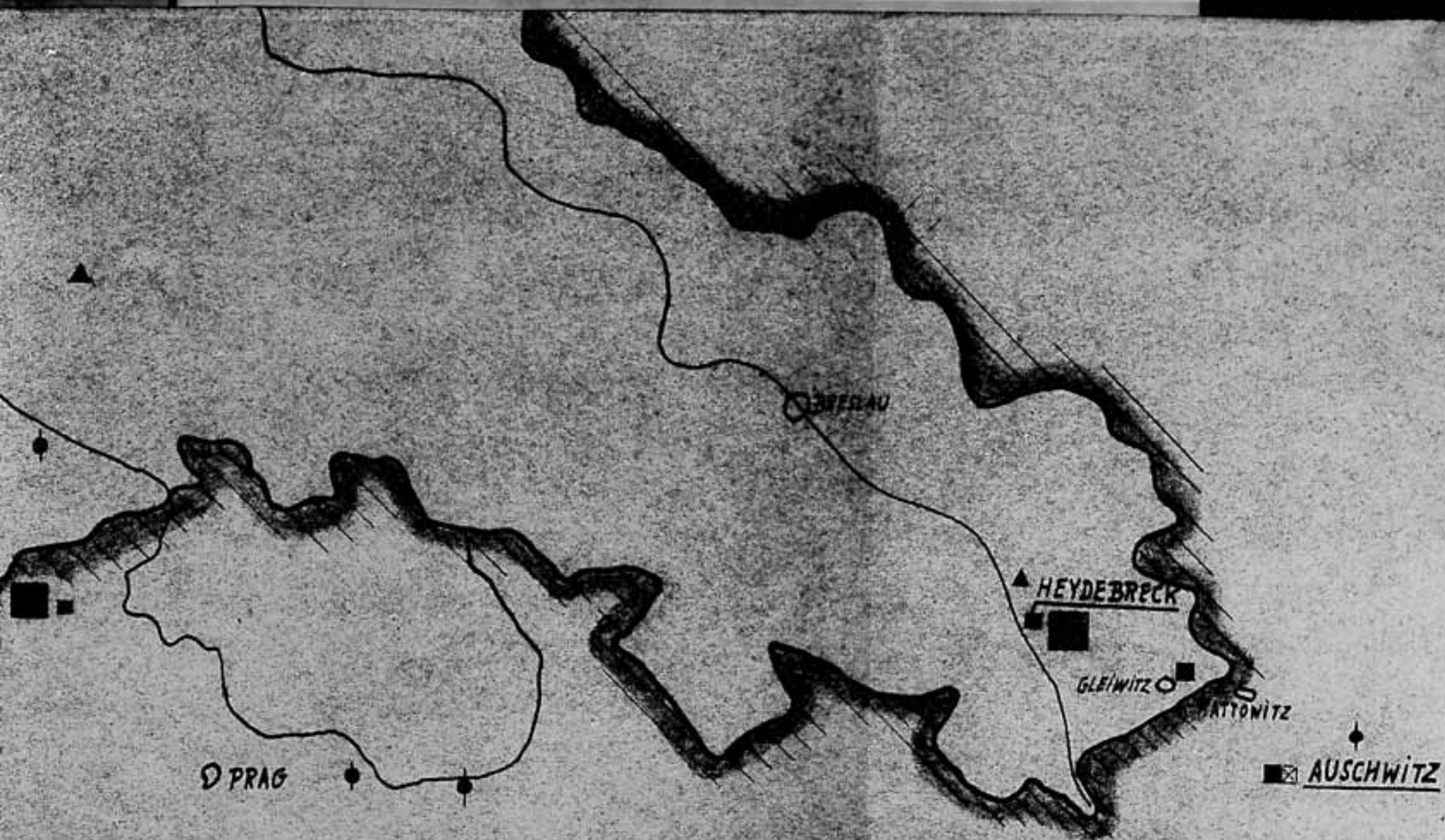
MÜNCHEN

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MOOSBIERBA



- Hydrogenation plants
- ⊗ Plants for special synthetic gasoline
- △ Fischer synthesis plants
- Oil fields
- ⊕ Refineries
- ◻ Low temp. carbonisation of brown coal
- ◻ Low temp. carbonisation of pit coal
- ◇ Synthetic lubrication oil plants

Red signs = I.G. plants
Green signs = plants with foreign capital

Table
 belonging to my affidavit
 dated 8. October 1940
 J. V. Kunkel

A F F I D A V I T

I, Dr. Josef Simmler, resident at Ludwigshafen on Rhine, Brunckstrasse 10, employee of IG-Farbenindustrie A.G., now BASF Ludwigshafen, have been duly warned that I render myself liable to punishment for making a false statement. I declare on oath, that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg.

I am convinced that the attached tables, Nos. 1 to 4, and the relevant charts Nos. 1a to 4a, were derived from printed publications such as, e.g., the statistical yearbooks of the German Reich and the yearbook of the German mineral oil industry by Thuemon, 1939/40 edition, Verlag Fritz Knapp, Frankfurt on Main, and that they are in perfect conformity with these publications. In so far as the numerical compilations of the tables relate to the production of IG Farbenindustrie, they are in conformity with the relevant files of IG.

In confirmation hereof I have affixed my full signature to each of the tables.

Ludwigshafen on Rhine, 24 November 1947.

signed: Dr. Simmler

(Dr. Simmler)

- 2 -

U.R. No. 2912/47 A.

Sworn to and signed before me,

Lr. Karl Ackermann, Notary with the local
office in Ludwigshafen on Rhine, by Lr. Josef
S i m m l e r , resident in Ludwigshafen on
Rhine, Brunckstrasse 10, known to me to be the
person making the above affidavit.

G.R.No.4550/47

Ludwigshafen on Rhine, 24 November 1947.

signed: Lr. Ackermann

Notary

(L.S.)

* * * * *

I herewith certify that the above is a true and correct copy.
Nuernberg, 2 February 1948.

signed: Dr. Hans Flaechsner

Attorney-at-Law.

German motor vehicles and consumption of mineral oils

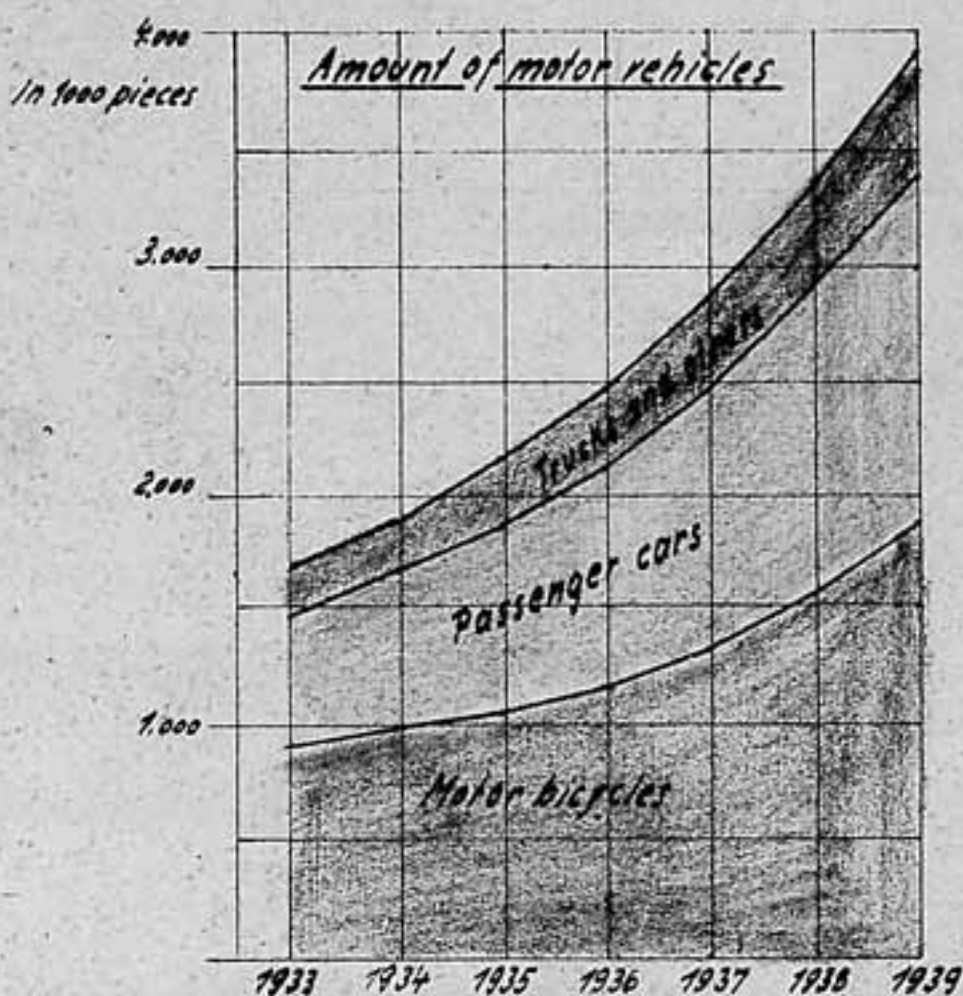
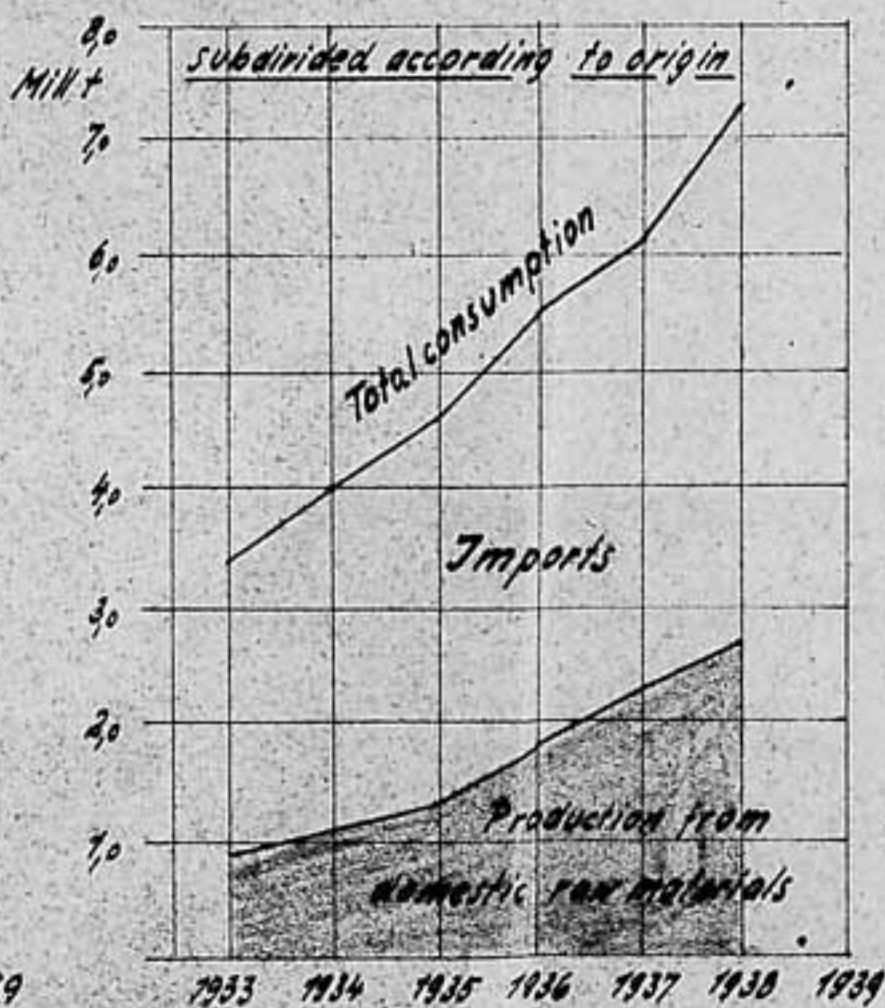
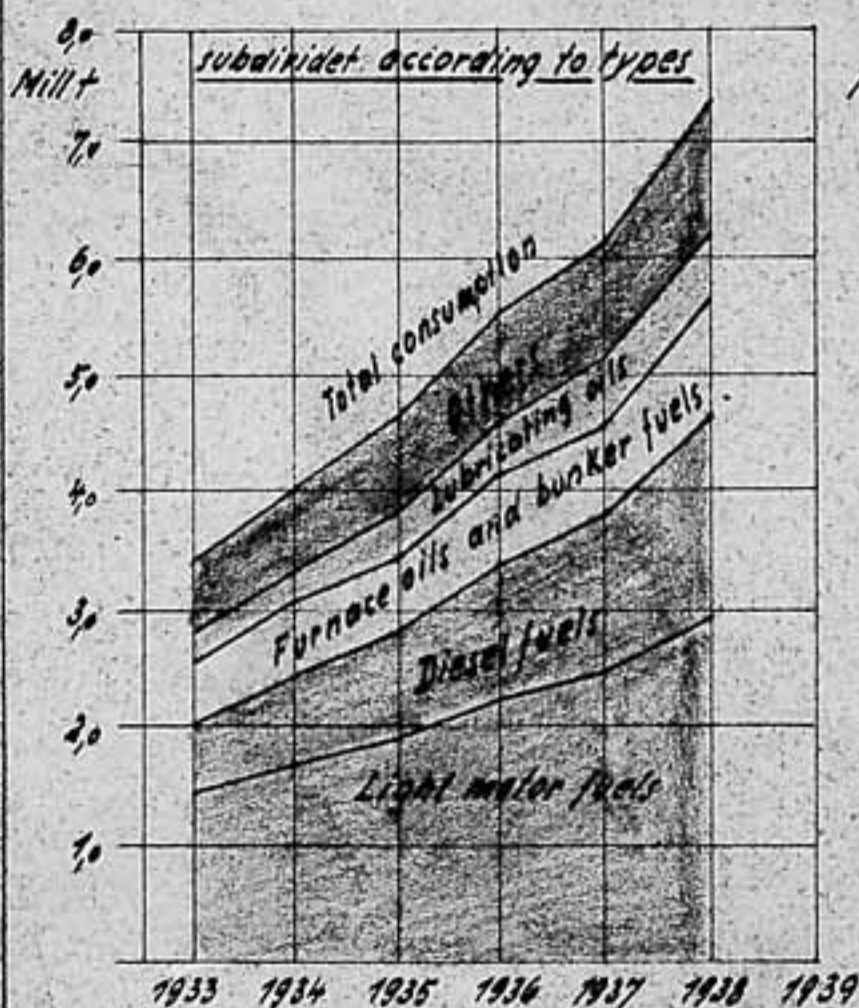


Table 1a
 belonging to my affidavit
 dated 29 November 1947
 F. Linnert

Consumption of mineral oils



German motor vehicles and consumption of mineral oils

Amount of motor vehicles

<i>in 1000 pieces</i>	1933	1934	1935	1936	1937	1938	1939
<i>Motor bicycles</i>	894	984	1.059	1.184	1.327	1.583	1.861
<i>Passenger cars</i>	568	662	796	945	1.108	1.306	1.486
<i>Trucks and others</i>	221	242	303	346	413	476	548
<i>Total</i>	1.683	1.888	2.158	2.475	2.848	3.365	3.895
<i>Total in % of 1933</i>	100%	114%	128%	147%	169%	200%	231%

Consumption of mineral oils

Table 1
belonging to my affidavit
dated 24 November 1947
F. Simmler

<i>in 1000 t</i>	1933	1934	1935	1936	1937	1938	1939
<i>Light motor fuels</i>	1.450	1.700	1.900	2.200	2.450	2.925	
<i>Diesel fuels</i>	550	690	925	1.200	1.350	1.650	
<i>Furnace oils and bunker fuels</i>	550	580	600	750	780	1.025	
<i>Lubricating oils</i>	260	325	410	440	500	550	
<i>Others</i>	565	700	805	950	945	1.140	
<i>Total consumption</i>	3.375	3.995	4.640	5.540	6.125	7.290	
<i>Total in % of 1933</i>	100%	118%	127%	161%	181%	215%	
<i>Production from domestic raw materials</i>	915	1.125	1.350	1.820	2.280	2.700	
<i>in % of total consumption</i>	27%	28%	29%	33%	37%	37%	

Amount of motor cars for 1000 inhabitants

	1933	1934	1935	1936	1937	1938	1939
USA		200	200	200	221		
France		45	45	50	53		
Great Britain		37	38	43	48		
Germany	12	13	16	18	21	25	28

Table 2
belonging to my affidavit
dated 24. november 1947
F. Linnbo

Amount of motor cars for 1000 inhabitants

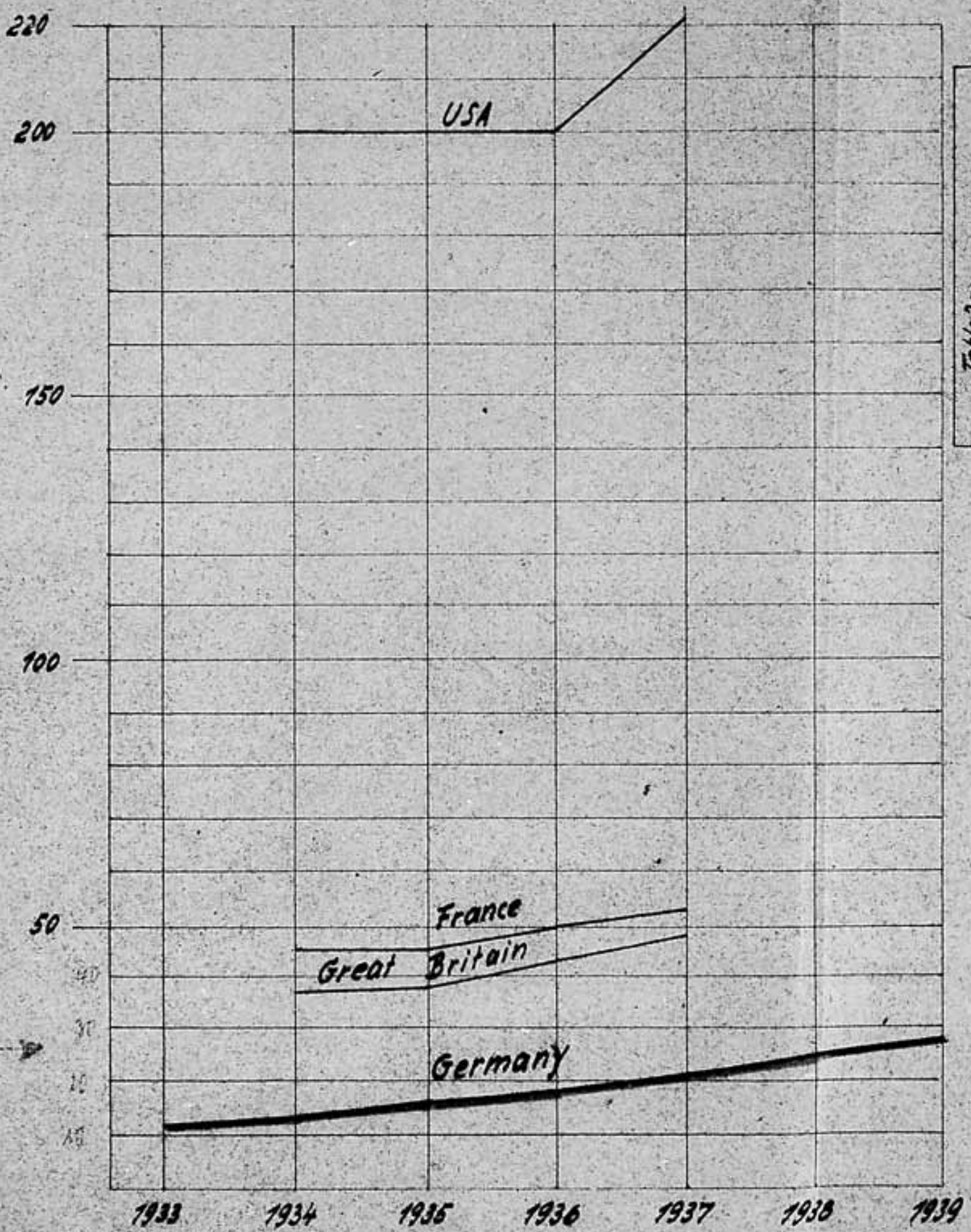
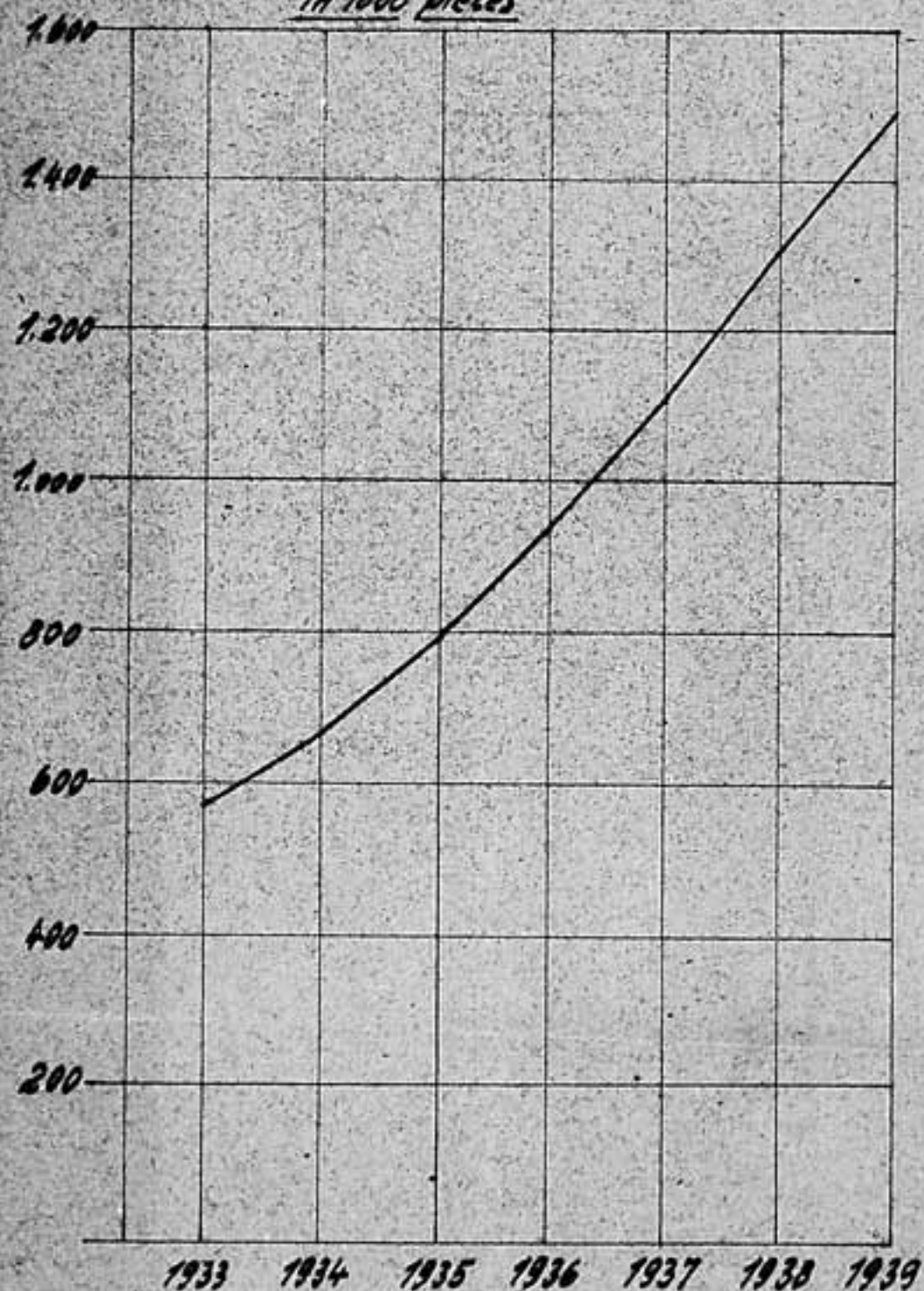


Table 2a
belonging to my official *Fr. Bureau*
dated September 1937

Amount of german motor cars

In 1000 pieces



Consumption of light motor fuels

and their supply
in 1000 t

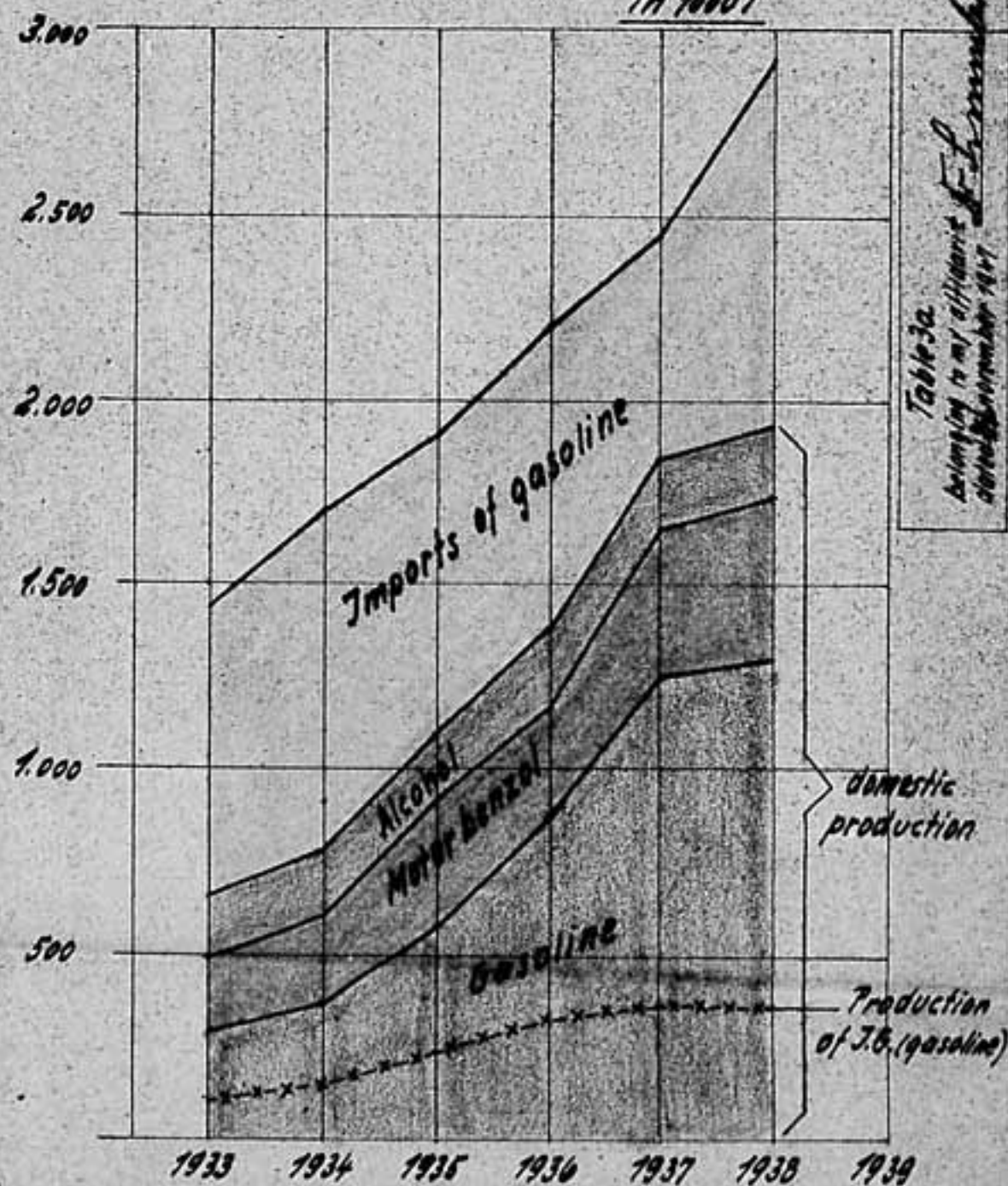


Table 3a.
belonging to my affairs of F.L. number
dated 11 November 1947

Amount of german motor cars

Table 3
belonging to my affidavit
dated 24 November 1947
G. Lammert

	1933	1934	1935	1936	1937	1938	1939
in 1000 pieces	568	662	796	945	1.108	1.306	1.486
in % of 1933	100%	116%	140%	166%	195%	230%	261%

Consumption of light motor fuels

in 1000t	1.450	1.700	1.900	2.200	2.450	2.925	
in % of 1933	100%	117%	131%	152%	169%	203%	

Consumption supplied by

in 1000t

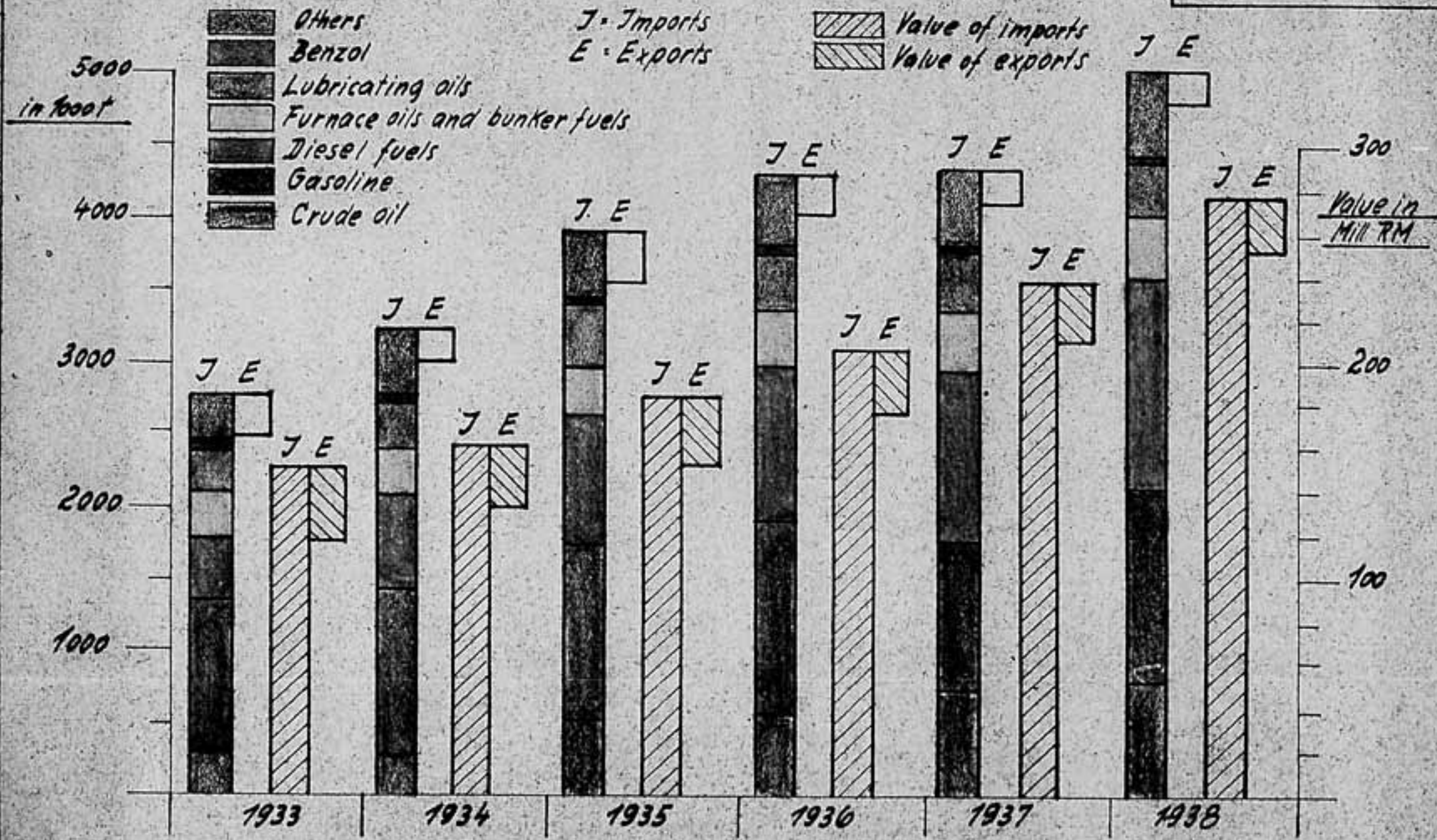
Domestic produc- tion	Gasoline	296	371	577	878	1.260	1.300	
	Motor benzol	200	244	330	395	400	440	
	Alcohol	164	174	187	198	189	185	
Imports of gasoline	790	911	806	729	601	1.000		
Total consumption	1.450	1.700	1.900	2.200	2.450	2.925		

Production of gasoline by J. G.

in 1000t	108	153	240	332	375	358	
in % of total consumption	7,4%	9,0%	12,6%	15,1%	15,3%	12,3%	

German mineral oil imports and exports

Table 4a
belonging to my affidavit
dated 24 November 1947
F. Zimmer



German mineral oil imports and exports

Table 4
 belonging to my affidavit
 dated 24 November 1947
 J. Linnel

Imports	1933		1934		1935		1936		1937		1938		1939	
	1000t	Mill RM	1000t	Mill RM	1000t	Mill RM	1000t	Mill RM	1000t	Mill RM	1000t	Mill RM	1000t	Mill RM
Crude oils	281	5,1	277	5,3	515	13,8	579	15,6	732	25,3	778	27,0		
Gasoline	1.005	64,3	1.158	63,1	1.224	71,0	1.325	89,6	1.058	87,5	1.357	104,4		
Diesel fuels	467	17,8	640	22,5	883	29,7	1.081	38,1	1.192	50,8	1.468	71,2		
Furnace oils and bunker fuels	311	6,1	316	6,2	326	6,0	379	7,6	396	10,9	406	12,3		
Lubricating oils	276	24,5	322	28,7	437	34,8	386	31,2	415	39,0	388	35,7		
Benzol	69	20,5	80	20,5	60	13,2	58	12,2	38	8,1	46	9,2		
Kerosene Residues Lubricants	347	13,2	444	15,7	444	15,2	480	12,8	521	16,7	560	17,1		
Imports total	2.756	151,5	3.237	162,0	3.889	183,7	4.288	207,1	4.352	238,3	5.003	276,9		
Exports total	279	34,6	230	28,2	356	32,7	290	32,0	234	29,2	208	25,7		
Import-requirements	2.477	116,9	3.007	133,8	3.533	151,0	3.998	175,1	4.118	209,1	4.795	251,2		

A F F I D A V I T

I, Dr. Kurt Hartmann, resident at Ilvesheim near Mannheim,
Goethestrasse 25, have been duly warned that I render myself
liable to punishment for making a false statement. I declare on
oath that my statement is true and was made in order to be sub-
mitted as evidence to the Military Tribunal in the Palace of
Justice, Nuernberg.

I worked as an employee of I.G. Farbenindustrie A.G., since 1936
as expert in the direktion office of Sparte I in the Oppau plant.
There I participated, inter alia, in the negotiations with the li-
censees of I.G. in the field of hydrogenation, and thereby acquired
relevant knowledge of the German mineral oil economy. Based on this
knowledge and the use of the I.G. documents and other pertinent
material now available to me, I have drawn up the attached tables
1 and 2, also the charts 3a and 4, on the German production of
synthetic fuels and aviation fuels, in confirmation whereof I have
affixed my full signature to each page.

Nuernberg, 30 September 1947.

signed: Dr. Kurt Hartmann

(Dr. Kurt Hartmann)

Sworn to and signed before me by

Dr. Kurt Hartmann, resident at Ilvesheim ~~ned~~ Mannheim, known to
me to be the person making this affidavit.

Nuernberg, 30 September 1947.

signed: Dr. Hans Flaechsner
(Dr. Hans Flaechsner)

* * * * *

I herewith certify that the above is a true and correct
copy.

Nuernberg, 2 February 1948.

signed: Dr. Hans Flaechsner
attorney - at - Law .

German production of synthetic motor fuels
years before war
in 1000 t

Table 1
 belonging to my affidavit
 dated 30. september 1947
 Dr. W. Kaufmann

Plants	capacity projected before war	1933	1934	1935	1936	1937	1938	1939
I Hydrogenation								
Leuna	400	108	153	241	332	375	359	393
Böhlen	150				98	143	160	154
Magdeburg	150				24	138	152	157
Zeitz	300							15
Schölvén	225					74	127	177
Wehlheim	160						28	53
Oelsenberg	280							28
Pölitz	530							—
Lützkendorf	75							—
Wesseling	225							—
Brüx	600							—
	3095	108	153	241	454	730	826	977
II Octans for special aviation gasoline								
Leuna and Oppau	12					96	4	6
III Fischer-synthesis plants								
	450				6	87	187	338
I-III Total	3557	108	153	241	460	818	1017	1321

Plants of J.G.	412	108	153	241	332	376	363	399
" in % of Total	11,6%	100%	100%	100%	72%	40%	36%	30%

Total capacity for synthetic motor fuels
projected before war 3.557.000 t

German production of synthetic motor fuels
wartime
in 1000t

Table 2
belonging to my affidavit
dated 30 September 1947
[Signature]

Plants	1939	1940	1941	1942	1943
<u>I Hydrogenation</u>					
Leuna	393	478	591	625	623
Böhlen	154	201	242	235	252
Magdeburg	157	201	200	214	211
Zeitz	15	190	224	262	251
Scholven	177	217	219	231	223
Wehlheim	53	68	112	143	125
Gelsenberg	28	131	256	401	423
Pölitz	—	11	235	375	568
Lützkendorf	—	—	5	14	32
Wesseling	—	1	12	53	172
Brüx	—	—	—	—	270
Blechhammer	—	—	—	—	—
Ludwigshafen (DHD)	—	—	3	33	55
Moosbierbaum (HF)	—	—	—	17	75
	977	1.498	2.099	2.603	3.280
<u>II Octans for special aviation gasoline</u>					
J.G.-plants	6	9	13	30	46
Scholven	—	—	2	14	22
Pölitz	—	—	—	8	17
Hüls	—	—	—	—	5
	6	9	15	52	90
<u>III Fischer-synthesis plants</u>					
	338	407	408	384	339
<u>I-III Total</u>	1.321	1.914	2.522	3.039	3.709
Production of J.G.	399	487	607	705	799
• in % of Total	30%	25%	24%	23%	21,5%

German production of aviation gasoline (without octanes)

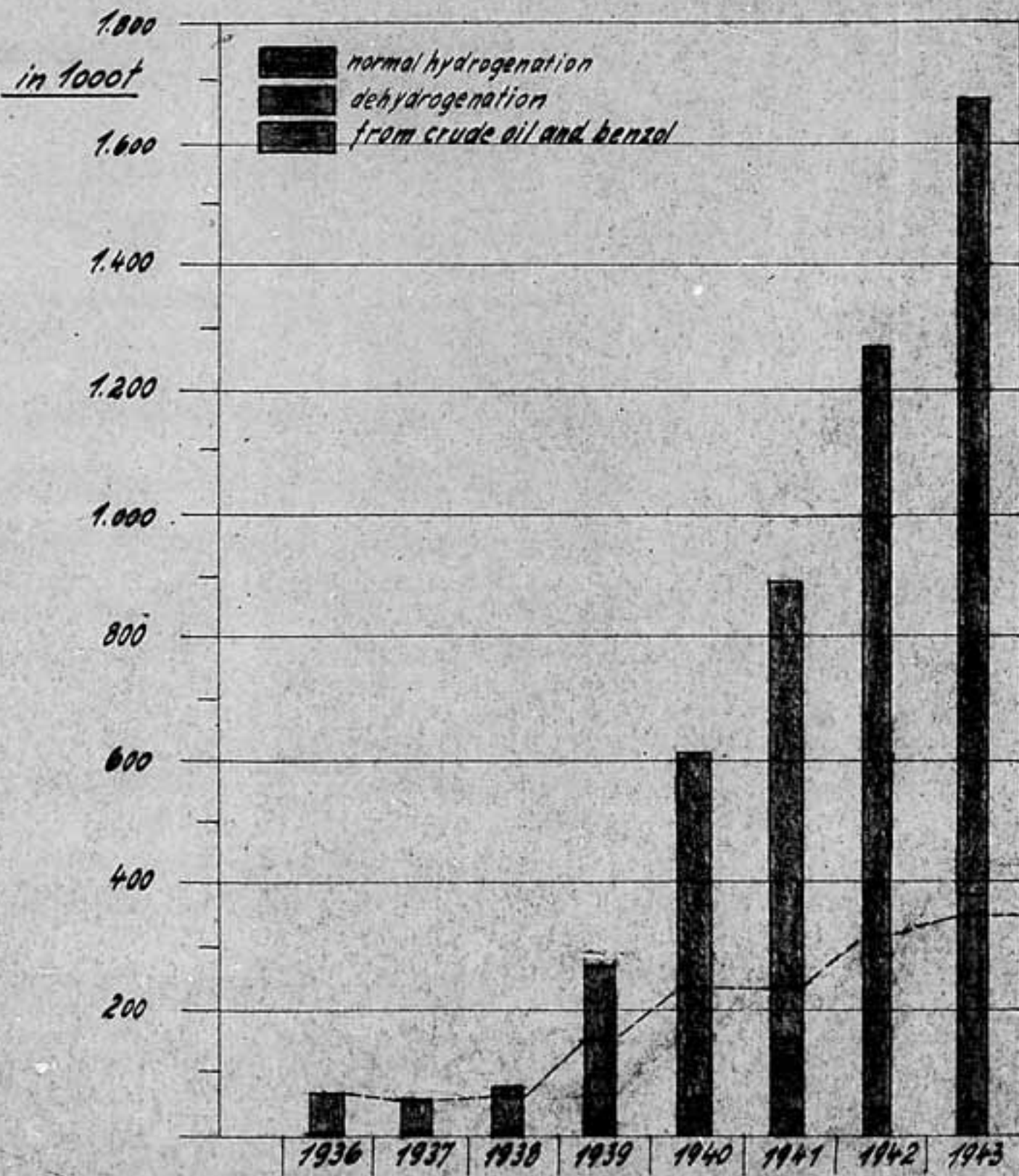
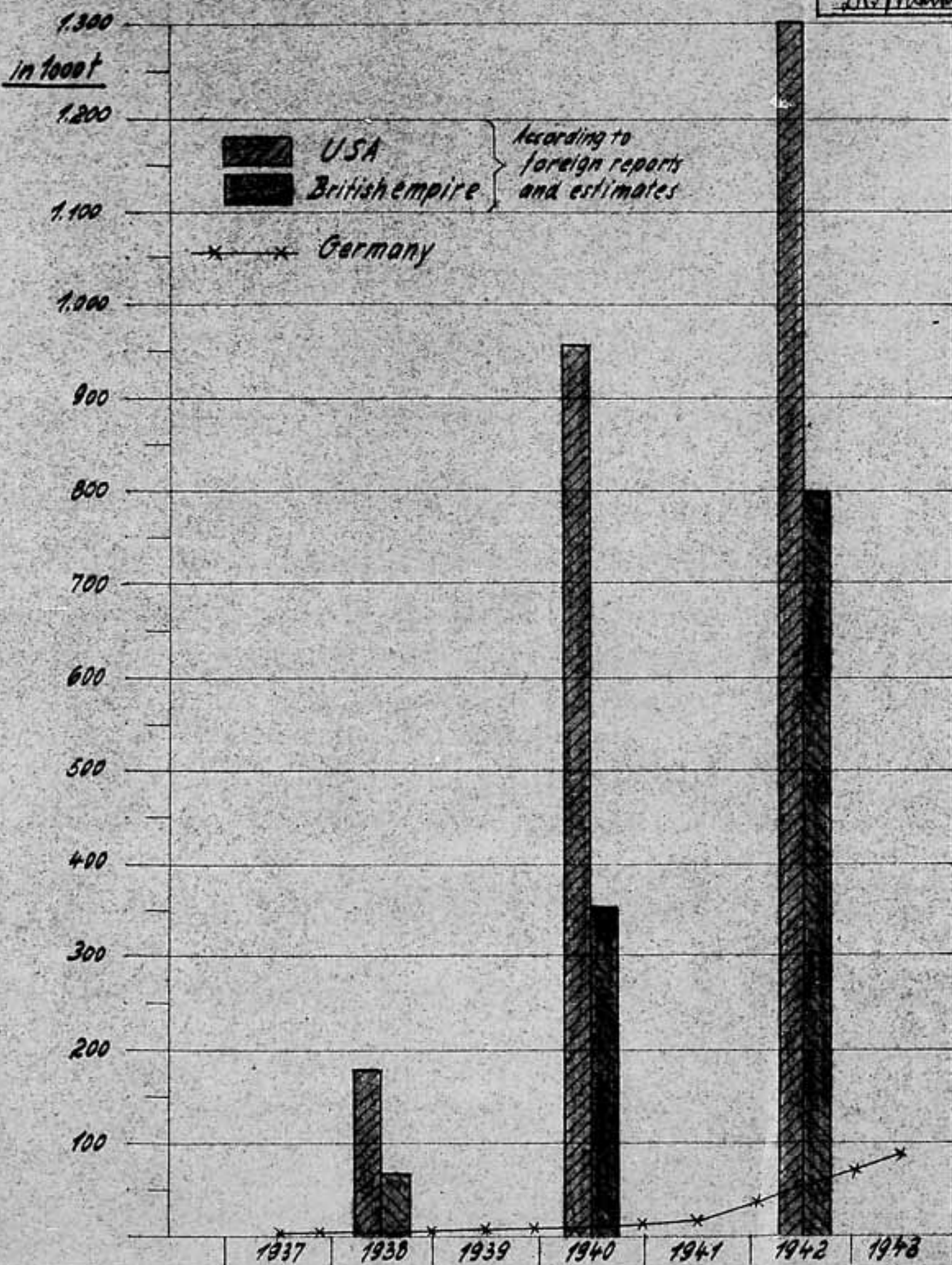


Table 3a
belonging to my affidavit
dated 30 September 1947
D. W. Kasper

Production of J.G.

Production of octans for special aviation gasolines

Table 4 a
Blowing to my affidavit
dated 30 September 1947
Dr. Madam



AFFIDAVIT

I, Dr. Kurt H a r t m a n n , residing in Ilves-
heim near Mannheim, Goethestrasse 25, have been
warned that I shall be liable to punishment if I
make a false affidavit. I declare on oath that my
statements are the truth and that they were made in
order to be submitted as evidence to the Military
Tribunal in the Palace of Justice, Nuernberg, Germany.

From the affidavits submitted to me of:

Dr. Kurt Hartmann, of 30 September 1947,

Dr. Josef Simmler, of 24 November 1947, and

Dr. Hermann Zorn, of 15 November 1947

I have extracted and/or computed the percentages
for the share of I.G. production in the German fuel
industry, which I have listed in the accompanying
signed table.

Nuernberg, 12 January 1948

(signed) Dr. Kurt Hartmann
Assistant Defense Counsel
in Case VI.

DOCUMENT BOOK I BUETEFISCH No.159

1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943

Percentage of the share of the I.G. production
in the German

<u>consumption</u> of mineral oils	5,2%	3,8	5,2	6,0	6,2	5,0%	German consumption during the war is not known.
<u>consumption</u> of light motor fuels	7,4%	9,0	12,6	15,1	15,3	12,3%	

<u>production</u> of synthetic motor fuels	100%	100	100	72	40	36	30	25	24	23	21,5%
<u>production</u> of lubricating oils	0,2%	0,2	0,3	0,5	0,7	0,8	.	1,5	1,9	2,3	2,7%
<u>production</u> of synthetic lubricating oils				experimental production			19	38	37	32	31%

Nuremberg, 12 January 1948.

(signed:) Dr. Kurt Hartmann

Assistant Defense Counsel in Case VI

Affidavit

I, Dr. Heinrich B u e t e f i s c h , presently in the Nuernberg Court Prison, have been warned that I shall be liable to punishment if I make a false affidavit. I declare on oath that my statements are the truth and that they were made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

From my own knowledge and recollection and from data at my disposal I have prepared the exposition given below relating to AVIATION GASOLINE.

The development of AVIATION GASOLINE production.

Aviation gasoline has to possess different properties from those of automobile gasoline. This was not the case from the beginning. Not until flying became safe were ever-increasing flying distances and altitudes demanded and, consequently, engines which gave high performance with the smallest possible size and weight. As a result the motor fuel also had to meet special requirements. Both conditions could be fulfilled only if the engine and the fuel industries worked hand in hand.

DOCUMENT BOOK I BUETEFISCH No.164
EXHIBIT No.

It is not surprising, therefore, that the first development in this direction began in America, for it was there that the oil industry was able to supply the highly-developed motor industry with the required motor fuel through proper selection from the rich indigenous oil resources. In Germany the development did not begin until about 1932 in its engineering aspects; suitable motor fuel was imported.

The question then arose whether the process of hydrogenation was adequate to producing a suitable aviation gasoline for the consumption at that time. Hydrogenation is a chemical process; accordingly, it was necessary to study the chemical composition of the aviation gasolines and to try and build them up synthetically. This was not a secret development, but, on the contrary, an known chemical task, which the I.G. had set for itself on the basis of its contract with the Standard Oil Company and the exchange of experience with the technical experts of this Company. Not only the I.G. worked at its solution, but the Standard Oil Company in particular, and nearly all the American oil companies. The airplane industry of the world had a great interest in the solution of this problem, for even in a country like America that was rich in oil there were certain limitations to the mere selec-

DOCUMENT BOOK I BUETEFISCH No. 164
EXHIBIT No.

tion of a suitable aviation gasoline from current
production and the demands for an even better qua-
lity of

motor fuels could not have been met in this way only. So two epochs may correctly be distinguished in the production of aviation gasoline. The first is characterized by the production of aviation fuel from suitable portions of the ordinary gasoline; this is done by physical methods (selective distillation). The second epoch begins with the chemical modification of the raw material or with the chemical synthesis proper.

If the question of the possibility of producing a suitable aviation gasoline is to be answered, it is first necessary to know how aviation gasolines differ from regular automobile gasolines. An important characteristic is that aviation gasoline does not begin to boil until higher temperatures are reached, but that, on the other hand, it begins to vaporize much sooner. But also in other respects the two kinds of gasoline differ considerable in their chemical and physical properties. A notable requisite is the lower vapor pressure of aviation gasoline, which must be held in check because of the danger of vapor bubble formation; another is the low freezing point, which is necessary in view of the lower temperatures at high altitudes and, finally, the higher octane rating, a figure which measures the anti-knock properties of gasolines. The less a gasoline tends to knock, the higher may be the compression ratio to be chosen for the engine and the better will be the performance given by

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EXHIBIT No.

the airplane. The anti-knock ratings are expressed in absolute figures. They begin with the figure 60 for normal engines; the higher the figure, the better the anti-knock properties of the fuel. The differences in the general requirements for gasolines, as common in the trade for both types, lie not only in the physical properties, but particularly in the chemical composition. Natural gasolines differ, according to their origin, in their content of aromatics, paraffins, iso-paraffins and naphthenes. Thus, when in America, for example, those parts of the gasoline were originally removed which were suitable for aviation gasolines, i.e. which had high anti-knock ratings, they were the parts which had high naphthene, iso-paraffin and corresponding aromatic contents.

In Germany there was no such choice. If the fraction in question was eliminated from the regular hydrogenation gasoline, it was with the realization that it did not meet requirements. Consequently, it was necessary to modify the chemical synthesis by means of new catalysts or other reaction conditions, in such a way that the desired chemical composition resulted. This chemical development was all the more imperative because, quite apart from the requirements of aviation, the development of efficient automobile engines also required gasolines with high octane ratings. But since not enough natural gasolines of this kind were available, this requirement was

met in America through an ingenious invention. Tetraethyl lead in small concentrations of about 0.1% to 0.5% were added to the gasolines, and the anti-knock properties of the gasolines were thereby considerably improved. However, the poisonous nature of this substance prevented its introduction into general use, although wide application of it was made in America. Furthermore, there were limits to the amount of tetraethyl lead that could be added. Thus, there still remained the necessity of developing suitable gasolines by means of the chemical synthesis. Through the collaboration of I.G. and the Standard Oil Company the first aromatization plants for the production of anti-knock gasolines were put up in 1932, with special catalyzers by I.G. Thus the stage was set for the synthetic production of aviation gasoline.

In Germany a high quality of aviation gasoline in the hydrogenation plant in Leuna could only be attained, when in addition to tar hydrogenation, direct lignite hydrogenation was applied on a large scale. But even then an octane rating of only about 68-70% could be obtained, which still did not come up to the standard of the foreign aviation gasolines. Nevertheless, the product turned out in Leuna was described as aviation gasoline and, in 1936, a contract was signed with the Ministry for Aviation in which, for the first time, gasoline produced in Germany was recognized as aviation gasoline,

as accepted at that time. The contract provided for the supply of 80,000 tons of aviation gasoline. From a purely business standpoint this was a success for the hydrogenation process, for thereafter it could participate in the greater revenue produced by this product.

In respect of the quality of the aviation gasoline produced, however, the gasoline plant in Leana was very soon surpassed by the hard coal hydrogenation plants which had meantime been erected. The coal hydrogenation plant of Imperial Chemical Industries which was put in operation in England, produced gasoline with an octane value of 78 to 82, as did also the plant set up a year later in Scholven Germany. In 1935 Mr. R. Gordon states in his publication, "The development of coal hydrogenation by Imperial Chemical Industries," (J. Inst. of Fuel Div. 35), that good aviation gasoline can be obtained from hydrogenation.

By 1935, however, the requirements for airplane engines had again increased considerably. Two types of aviation gasoline were demanded, with octane ratings of 83 and 87 respectively. This increase in the octane value could actually only be attained with tetra-ethyl lead, so that the gasolines resulting from hydrogenation must be designated as so-called basic gasolines for aviation fuels.

The fact that basic aviation gasolines were produced through hydrogenation was not secret; the production was attained in collaboration with the Standard Oil

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EXHIBIT No.

Company and it was made publicly known to everybody at the Paris Petroleum Congress in 1937 by representatives of Standard and Shell.

To produce an aviation gasoline with an octane rating of 87, therefore, the first requirement was good basic gasolines. These could be obtained, according to the particular starting ingredients selected, through hydrogenation, especially of coal. But even so the increase of the octane rating by means of lead was limited, because not more than a certain amount of lead may be added (0.8 cc per liter), for the addition of too much lead is useless and the engines, especially the valves, cannot stand up to it.

In the meantime, however, developments in the building of engines had gone far ahead of the petroleum industry. Especially in the American development of aero engines gasolines with an octane rating of 100 were required. If such a value was to be attained, the problems would have to be tackled still more from a chemical angle. In this field technical research in America has opened up entirely new avenues, which have become general knowledge in the technical world. This work indicated the superior behaviour of certain hydrocarbons in engine operation. They are special types of hydrocarbons which are contained only in very small quantities or not at all in natural gasoline or even in hydrogenated gasolines. On the other hand,

they are produced in the polymerisation of low-grade gaseous olefins. With the realization of these facts a radical course of development work began in America with the object of bringing this reaction to the technical process stage. There is extensive literature on the subject, especially in American technical journals and books of the period from 1934 to 1937, which shows the broad lines on which development work was initiated in this sphere. Gustav Egloff, the famous American expert, writes in the introduction to his book, "The reactions of Pure Hydrocarbons" and in "Chemical and Metallurgical Engineering" (1935), i.e.:

"The polymerisation of cracked gas into gasoline has gone into commercial use in the year 1935. This gasoline has an 82 octane-rating (without ethyl!) and part of this gas can be converted into iso-octane motor fuel of octane rating ^{up} to/100." Then Egloff describes the technical equipment of the U.O.P. (Polymerisation Prod. Corporation and the Pure Oil-Alco.)

It is an absolutely natural circumstance that, not only we technical men learned of this epoch-making research through the publications, but also the technical offices in the Ministry for Aviation, for the so-called iso-octane super gasoline which was produced in America was brought by the German airlines from the U.S.A. at one mark per liter;

furthermore, the I.G. was asked whether it could not also produce gasolines of such quality.

Now the I.G. had discovered a synthesis of iso-octane as early as in 1931, not from cracked gases as in America - for there were only small quantities of these available in Germany - but from carbonic oxide and hydrogen. By this means iso-butyl alcohol was first produced, and then, by dehydration, polymerisation and hydrogenation, iso-octane. This is a difficult and protracted process, but is quite possible technically on a large scale.

In America likewise, considerable difficulties were still encountered in the large-scale production of iso-octane from cracked gases. There is no question but that the technical co-operation in this field between the I.G. and the Standard Oil Company did a great deal to accelerate the early solution of the problem of large-scale production. It is well-known that the I.G. had extensive experience in the construction of large scale chemical plants^{and} in the use of catalysts in connection with polymerisation and hydrogenation. The I.G. released them to America in fulfillment of its contract obligations, and it would be idle for a technical man to argue over whether the one or the other contributed more experience in this case or that regarding this particular process. One thing only is certain, that in this case of the production of special aviation fuels America could go into commercial production because it had the raw materials; Germany on the other hand, could not do this, unless

it was willing to pursue the uneconomical method via alcohol, and this was not done. On the other hand, the experiences of I.G., such as the catalysts, were also used outside of America even before the war, for example, in the Abadan and Pernis plants, which belonged to subsidiaries of Standard and Shell.

As already mentioned, as a result of the development in airplane engines in the U.S.A. the demands for high-octane aviation gasolines became more and more pronounced after 1935. In 1936 about 1,000 tons of aviation gasoline with an octane rating of 100 were used; in 1937 the consumption increased tenfold for military uses, and the R.A.F. in England followed with about 3,000 tons. The aviation gasoline chiefly used in the Anglo-Saxon countries required an octane rating of 92. For special aviation fuels an octane rating of 100 was prescribed. The production plants required for these fuels were partly operated at various reaction stages with the catalysts developed by I.G.

At the beginning of 1938 the productive capacity for iso-octane in all countries other than Germany was 18,000 tons per year; facilities for the production of an additional 60,000 tons were under construction. At the end of 1938 the following installations for the production of iso-octane were operating:

25,000 tons per year	in Pernis	- Shell
55,000 "	" " "	Abadan-Anglo-Iranian
42,000 "	" " "	Richmond-Standard of California
34,000 "	" " "	Baton Rouge - Standard of New Jersey

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34,000 tons per year in Amba
15,000 " " " " " Port Arthur - Golf Com-
pany

The total was 260,000 tons. In Germany the I.G. had a small experimental plant with a capacity of an entire total of 4,000 tons of iso-octane by the alcohol method. This was built at the request of the Reich Ministry for Aviation at the Reich Office for Economic Development, and was put into operation in Leuna in 1938. The production could only be regarded as being of an experimental nature. In any case the I.G. opposed large-scale construction using this process until the war broke out.

The I.G. took a different course, and devoted painstaking efforts trying to produce, by the method of dehydrogenation from hydrogenation waste gases, original ingredients which would be similar to the American waste gases in refining, for which purpose it would still be necessary to develop isomerisation. The I.G. constantly exchanged experiences relating to this work with its contract partners in the U.S.A., and it was exactly this exchange of ideas which again led to entirely new methods in the oil industry. As a result there were contributions to the dehydrogenation process (Hydro Forming Process) and the first beginnings of the catalytic cracking process. This process, in the development of which well-known American oil companies shared, made it possible to produce large quantities of first-class gasoline from petroleum with a good yield, which were also used as aviation gasolines in particular. The

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I.G. was requested to participate in the problem with its experiences; the discussions led to the Catalytic Refining Arrangement, which came into being as a result of the trip which I made to America in 1937 with my colleague, Dr. Ringer. The experiences connected with the further development of this process were released by us regardless of everything as early as from the beginning of 1938; yet the contract was not signed before the beginning of 1940. In the years following the iso-octane process was developed still further in the U.S.A. by means of the so-called alkylate process, which permitted the use of iso-butane and butane. It resulted in further undreamed-of possibilities in the production of high-quality aviation gasoline in the U.S.A. and other countries rich in oil. Thus, from published information it was revealed that the production of iso-octane and alkylate in the world in 1940 was:

mixed octane in the U.S.A.	170,000	tons per year		
" " outside the U.S.A.	215,000	"	"	"
alkylate octane in the U.S.A.	584,000	"	"	"
" " outside the U.S.A.	195,000	"	"	"
	Total	1,173,000	tons per year.	

In addition there also were 200,000 tons per year of iso-pentane.

On the other hand, all that Germany had available in the event of war was a total production per year of 4,000 to 6,000 tons of iso-octane.

Naturally, when war came, iso-octane had to be produced

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in Germany with all speed, at the request of the Air Force, by setting up new factories using the iso-butyl alcohol process. For this purpose the new plant in Heydebreck was erected and enlargements were made to the facilities in Leuna and Oppau in extension of the existing production mentioned above. This expansion was supplemented by the process using hydrogenation waste gases which was being developed. During the course of the war other plants were planned and built at the request of the Air Force, like those in Poelitz, Scholven, Boshlen, and at other Hydrogenation works. Hardly any of these plants were put in operation during the war.

Nuernberg, 10 February 1948.

(signed) Dr. Heinrich BueteFisch
(Dr. Heinrich BueteFisch)

I hereby certify the above signature, executed in my presence, of Dr. Heinrich BueteFisch, presently in the Court Prison at Nuernberg.

Nuernberg, 10 February 1948

(signed) Dr. Hans Flaechener
(Dr. Hans Flaechener)
Attorney at Law

Certified literal and true copy of above document:

Nuernberg, 11 February 1948

(signed) Dr. Hans Flaechener
Attorney at Law

A f f i d a v i t

I, Dr. Hermann Z e r n , resident of Rosenthal/district Frankenberg, Haus No. 229, have been duly warned that any false statement on my part will render me liable to punishment. I declare under oath that my statement conforms with the truth and is being made in order to be presented as evidence to the Military Tribunal at Nuernberg, Germany.

I was born on 24 January 1896 at Hamburg. After studying chemistry I became assistant at the technical university at Dresden and in May 1926 joined the plant Oppau of the I.G. Farbenindustrie. Here I was head of a study group for mineral oil chemistry in the research institute there. From September 1938 up to June 1945 I was head of a research laboratory in the Leuna works.

Since the middle of 1941 I was honorary coworker to the Plenipotentiary General for Special Questions of the Chemical Production (Gebechem.) I had to advise the Gebechem concerning scientific and technical points in the field of natural and synthetic lubricants.

On the basis of my activity with the IG and with the Gebechem as well as referring to the figures made available to me after the war I give, in the following, a description of the lubricant supply position of Germany in the years . . .

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EXHIBIT No. . .

1933 - 1934. I base that on the inclosed tables 1 and 2 (both tables have also been drawn up in the form of charts the letter a/ is added to their number), the correctness of which I hereby certify and which I have also signed with my full name.

1.) The table 1, attached to this affidavit shows on line 4 these quantities of lubricants which-during the above mentioned period - were produced in the German refineries, in line 5 those quantities of lubricants which could be produced as a maximum quantity from German mineral oils. I calculated these figures from the German mineral oil production and an average maximum use of 40% according to technical experience. Included in this value of 40% are extraction and residue oils. These figures show that during the years 1933 - 1938 the German lubricant production could be managed only up to approx. 40% from German mineral oil. The remaining 60% were produced from foreign raw oils and semi finished products. The IG. share in the total German lubricant production is very low, as shown in lines 8 and 9 of table 1. During the years 1933 to 1938 it was, on the average, below 1% and also in the course of the war did not quite reach 3% in 1943.

2. During the war it was possible, as a result of the increased production of mineral oil, to raise the share in the total production of lubricants manufactured from German mineral oil to about 90%. Those figures, therefore, show that it was not a synthetic lubricant that made possible the motorization of the army and the waging of war, but that the raw material basis for the supply of the lubricant sector was German mineral oil. The share of the total lubricant synthesis in the total lubricant production attained its greatest proportions i.e. 61% as is shown in line 3 of table 1, in 1943.

3. If, as is shown in line 6 of table 1, by 1938, 60% of the German lubricant production was based on German mineral oil, this does not, in any way, mean that that 60% guaranteed to a large extent, the motorization of the army. This guarantee does not depend solely on the quantity of lubricants but, to a much larger extent, on whether the technical installations of the existing production plants can also cover the high demands in respect of the quality of the lubricants which are technically important from the military standpoint. The following are lubricants which, for military purposes, are technically important: automobile-oils, naval motor lubricants and aero engine lubricants. A particularly high quality is demanded of these oils in respect of their behavior at high and low temperatures. In order to be able to meet those

requirements in quality using mineral oil as a basis, the adoption of special refining methods was required. These did not exist in Germany up to the year 1938. Up till then only car lubricants of medium quality could be manufactured. In 1938 the Oslebshausen refinery of the Deutsche Vakuum Oelgesellschaft, an affiliated company of the Vakuum Oil New York, succeeded for the first time in producing experimentally, a few tons of aero engine lubricating oil on the basis of German mineral oil. In the course of 1939 production on a larger scale was commenced which produced 1999 tons of aero engine oil from September 1939 until the end of the year. After the outbreak of war it was increased to 12 000 tons per annum. Up to 1939 the German airforce covered its requirements by importing foreign produced aero engine oils, which were imported by the Vakuum Oil Company and the Standard and their common agency, the Intava, as well as by the Rhenania Oessag (Shell). According to information received from the Intava, Hamburg 1, Poststrasse 1, the quantity of imported lubricating oil amounted to 10 000 tons per year in 1937 to 21 000 tons per year in 1938..

Simultaneously with the erection of a refining installation for the production of aero engine lubricating oil by the Vakuum, an order was placed, in 1936, with the NoragMineral oil refinery in Hiesburg near Hanover for a plant for the production of mineral oil. It started produc-

tion in 1939.

On summing up one finds that Germany, at the outbreak of war in 1939, did not have any production worth mentioning of aero lubricating oil on the basis of mineral oil. The IG did not have any share at all in this production.

4. Apart from this development of improving the quality of the finished aero lubricants from German mineral oils by the introduction of technically effective refining methods, the various offices of the Wehrmacht also followed up the method of quality improvement by mixing into it qualitatively excellent synthetic lubricants. There were 5 firms in Germany where a corresponding technical development was in progress and who therefore could be used by the Wehrmacht offices. The Army turned to the plant Oberhausen-Holten of the Ruhr-Chemie, the Navy to the Gasoline work Rheinpreussen in Moers and the Airforce used the following 3 firms: The IG Farbenindustrie (at first Oppau plant later Leuna), The Rhenania-Oessig with its plant at Harburg and the Norddeutsche Mineraloelwerke, a community foundation of the German Vacuum Oil Company and of the German-American Petrol Company (DAPG-Standard).

The synthetic work of these 5 firms aimed at the production of a synthetic lubricant component, which was to be mixed into the natural, well refined lubricating oils,

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in order to improve their performance at high and low temperatures. In these 5 firms, 5 different processes which had been developed by the individual firms independently, were practiced. At the Ruhrchemie a high boiling fraction of the Fischer Oil was cracked under pressure and then the crack^{ed} product was polymerized. At Rheinpreussen paraffin^{from} the Fischer synthesis was chlorinated according to a definite method and the chlorination product was condensed with naphthalene. At the I.G. in Oppau, i.e. the Leuna, the ethane of the hydrogenation waste gases was dehydrogenated to derive ethylene and this was polymerized. At the Rhenania - Oessag in Harburg the paraffin residues (Gatschko) remaining after the refining of lubricating oil, were split under low pressure and the split products were polymerized. In the joint enterprise of Vakuum-DAPG, the Norddeutsche Mineraloelwerke, - in their plant in Poelitz built between 1939 and 1941 - a process was used which had been discovered by the Standard Oil of Indiana and the German patent of which the Standard of Indiana had sold to the IG in 1937. This process consisted of splitting, without pressure chemically pure paraffin in its gaseous state and the split products were then polymerized.

The table 2 added to this affidavit contains a survey of all synthetic lubricants produced in Germany. This list shows that the IG share in those products

U

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EXHIBIT No.

during 1943 amounts to 31%.

In addition to the lubricants listed, the IG, in cooperation with the Standard Oil of New Jersey, developed already prior to 1939 the lubricant admixture Paraflow (agent reducing the clogging point) and Oppanol (Viscosity improver) and started producing same in Germany as well as in USA.

Nuernberg, 5 November 1947

(signed) Dr.Hermann Zorn
(Dr.Hermann Zorn)

I hereby certify that the above signature sworn and signed before me, was made by Dr.Ing.Hermann Zorn of Rosenthal Frankenberg district, who is known to me personally.

Nuernberg, 5 November 1947

(signed) Dr.Kurt Hartmann
(Dr.Kurt Hartmann)
Assistant Defense Counsel in
case VI

This is a true and correct copy of above document.

Nuernberg, 2 February 1948

(signed) Dr.Hans Fleechener
Attorney-at-Law

Table 1a
 belonging to my affidavit
 dated november 1947

German production of lubricating oils

in 1000 t

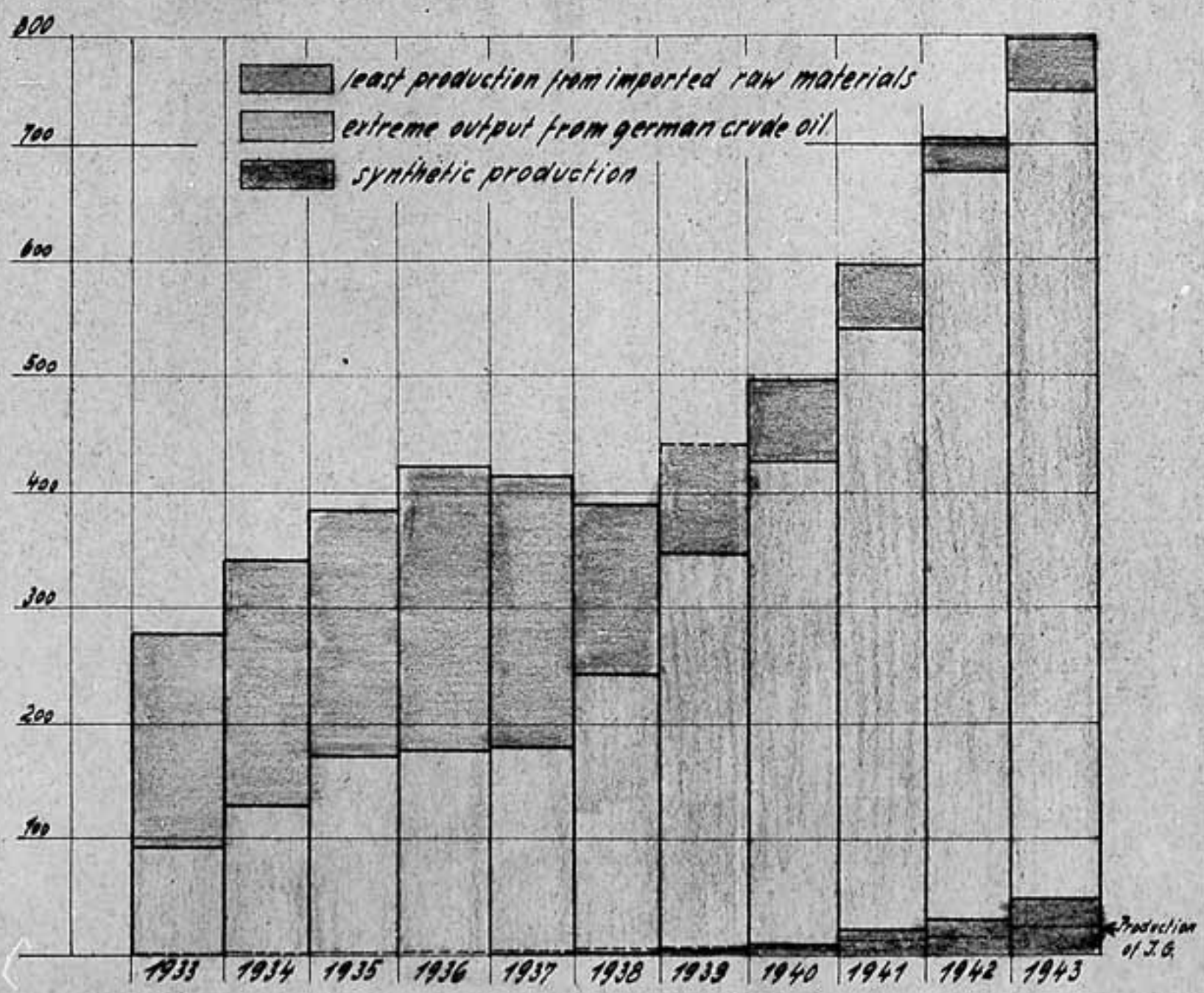


Table 1

belonging to my affidavit
dated 5 November 1947

German production of lubricating oils
in 1000t

	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943
Total production	276	340	384	423	415	388	.	496	598	702	799
Synthetic production	—	—	—	—	903	94	4	10	20	32	49
" in % of Total	—	—	—	—	—	91%	.	2%	3,3%	4,6%	6,1%
therefore produced from crude oil	276	340	384	423	415	388	.	486	578	670	750
extreme output from german crude oil	96	126	172	178	181	243	341	419	522	642	707
" in % of Total	35%	37%	45%	42%	43,5%	63%	.	85%	87%	92%	88,5%
therefore least production from imported raw materials	180	214	212	245	234	145	.	67	56	28	43

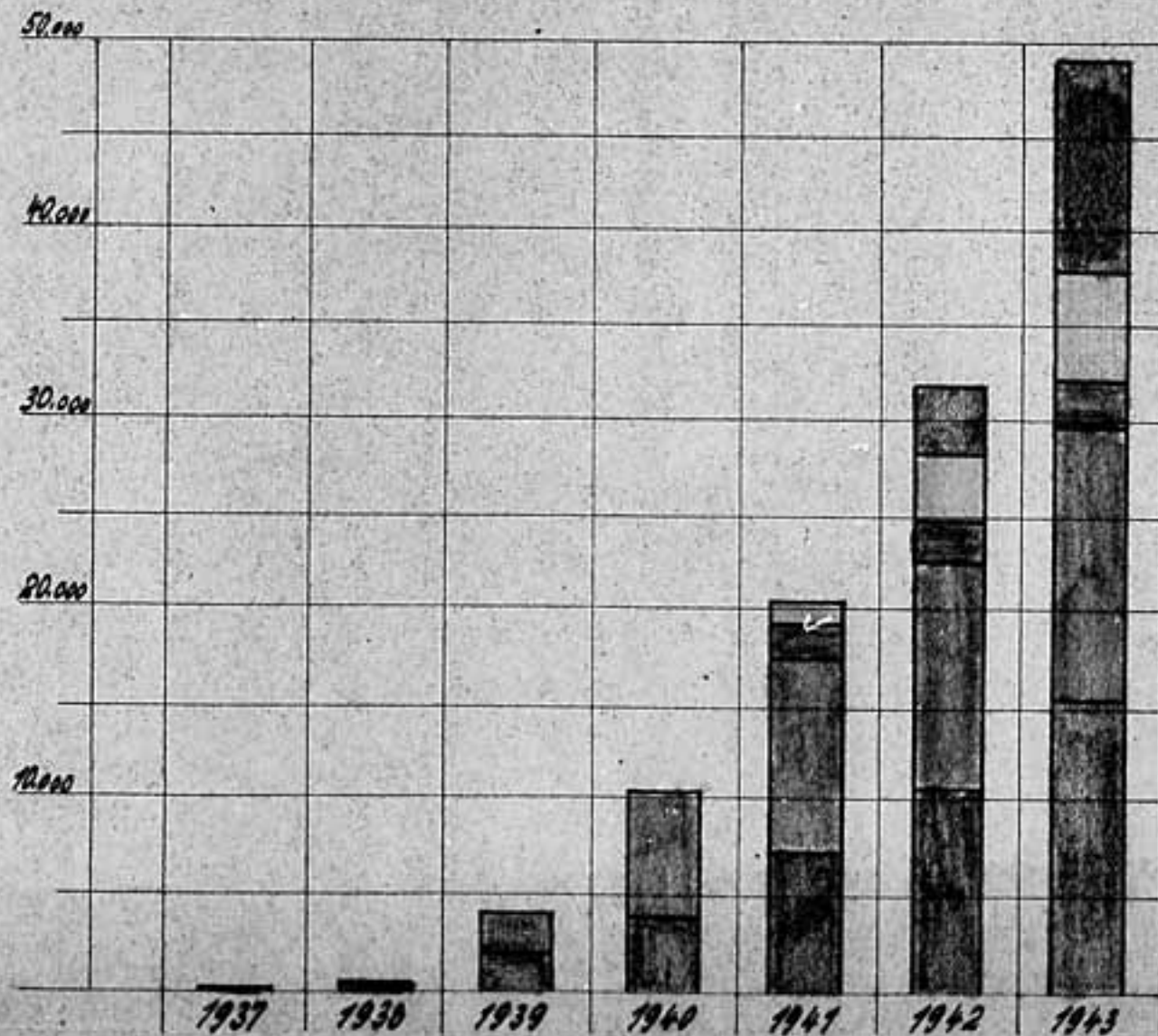
Production of J.G.	95	98	1	1,9	2,7	3,2	5,3	7,5	11,4	16,4	21,2
" in % of Total	92%	92%	93%	95%	97%	98%	.	1,5%	1,9%	2,3%	2,7%

German production of synthetic lubricating oils

in t

Table 2a
belonging to my affidavit
dated 5 november 1947

-  Norddeutsche Mineralöl-Werke
-  Rhénania-Ossag
-  Rheinpreußen
-  Ruhrchemie
-  J.G.



German production of synthetic lubricating oils
in t

Table 2
belonging to my affidavit
dated 5 november 1947
L. K. ...

	Plant	1936	1937	1938	1939	1940	1941	1942	1943
Component for aviation oil	J.G. Leuna	—	30	439	1.933	3.881	6.109	8.090	8.438
" " " "	J.G. Schkopau							—	1.715
" " " "	Rhenania-Ossag Harburg					—	1.200	3.650	5.650
" " " "	Norddeutsche Mineralöl- Werke Pölitz						—	3.555	11.158
Component for motor car oil	Ruhrchemie Holtan			—	1.989	6.146	10.679	12.072	14.191
Navy motor oils	Rheinpreußen Moers					—	1.800	2.500	2.500
Air force special oils	J.G. Leuna					—	49	1.032	1.409
Oil for railway axes	J.G. Leuna					—	200	500	1.109
Cylinder oil for superheated steam	J.G. Ludwigshafen						—	33	540
Soluble oil	I.G. Höchst						—	400	2.300
Total synthetic production		—	30	439	3.922	10.027	20.037	31.832	49.010
Synthetic production of J.G.		—	30	439	1.933	3.881	7.350	10.055	15.501
" " " in % of Total		—			49%	38%	37%	32%	31%

Affidavit .

I, Dr. Karl B r a u s , residing in Heilbronn, Friedhofstrasse 60, have been duly warned that any false statement on my part will render me liable to punishment. I declare under oath that my statement conforms with the truth and is being made in order to be presented as evidence to the Military Tribunal at Nuernberg, Germany.

Since 1928 I was employed as chemist with the I.G. Farbenindustrie A.G. and since 1933 as plant manager in the Leuna-Werk. Since 1941 I was entrusted with the chemico-technical planning and later was in charge of the starting of the synthesis installations (Leuna Part) of the Auschwitz work. Therefore I am in the position to confirm the correctness of the attached plans and tables:

- 1.) Situation of the Synthesis Installations of Spar to I (Leuna part) in the Auschwitz plant.
- 2.) Worksplan of the Synthesis installations Auschwitz .
- 3.) comparison of the steps of various pressure synthesis processes
- 4.) Copy of plan of the synthesis installations Auschwitz .

Heilbronn am Neckar, 10 January 1948

(signed) Dr. Karl Braus
(Dr. Karl Braus)

The signature of Dr. Karl Braus, residing Heilbronn

DOCUMENT BOOK I - BUETEFISCH No. 95
EXHIBIT No. ..

an Necker, Friedhofstrasse 60, has been made before
me and is certified herewith.

(signed) Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

Assistant Defense Counsel in Case VI

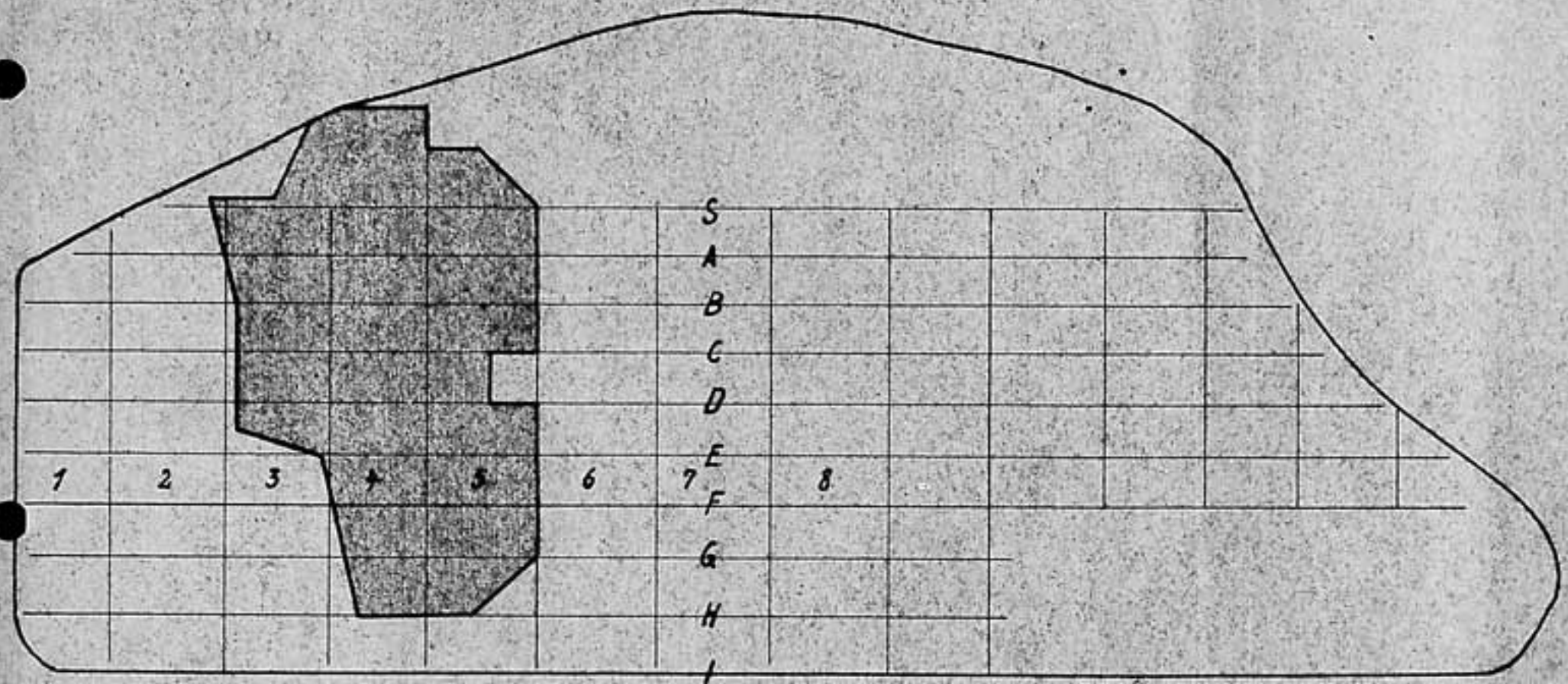
This is a true and correct copy
of the Documents Bue 95

Nuernberg, 7 February 1948

(signed) Dr. Hans Flächener
(Dr. Hans Flächener)

Vistula

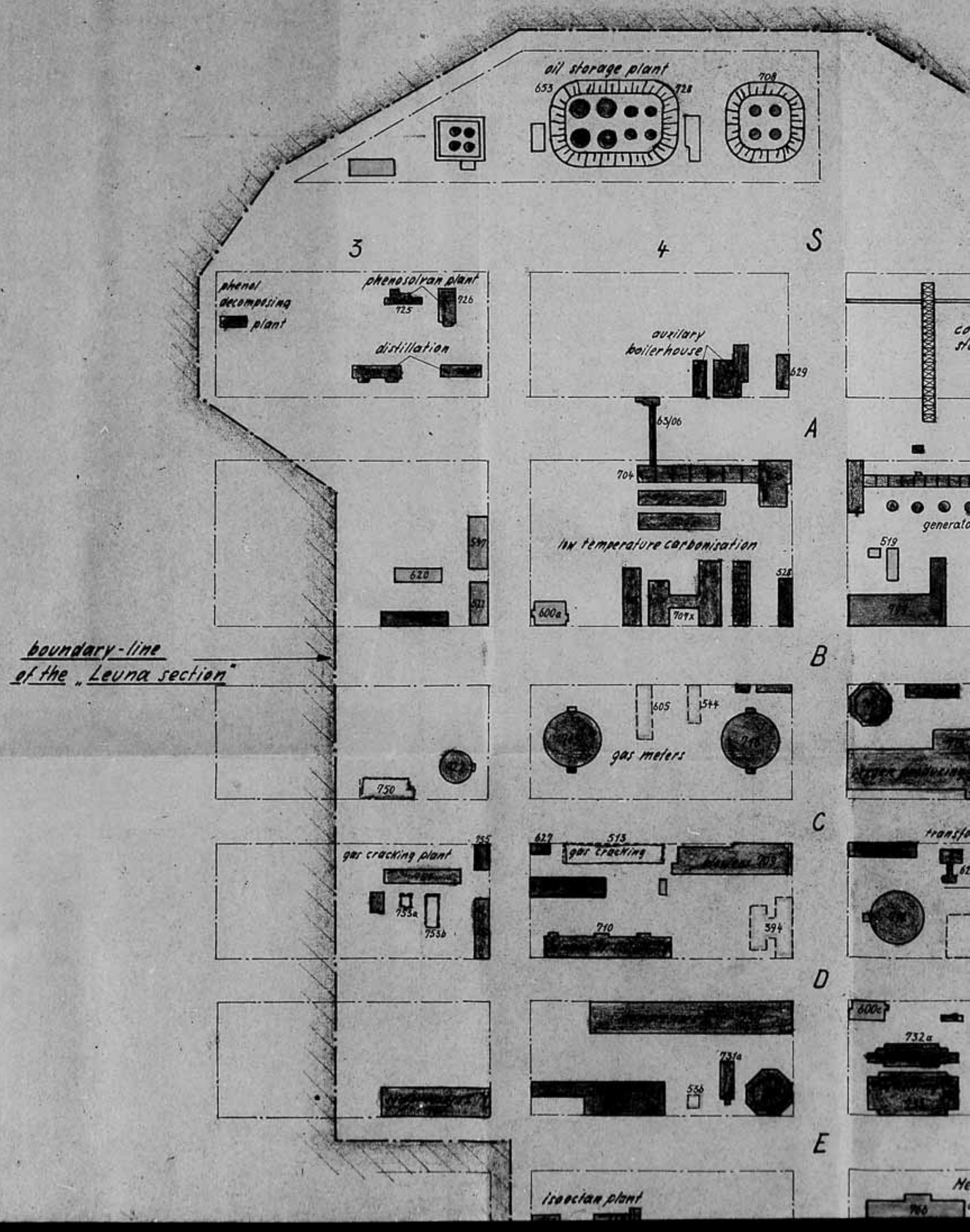
Table 1
belonging to my affidavit
dated 10.1.1948
F. Kurt Israus



Camp IV

Situation of the synthesis plants of Sparte I (Leuna-section)
in the Auschwitz works

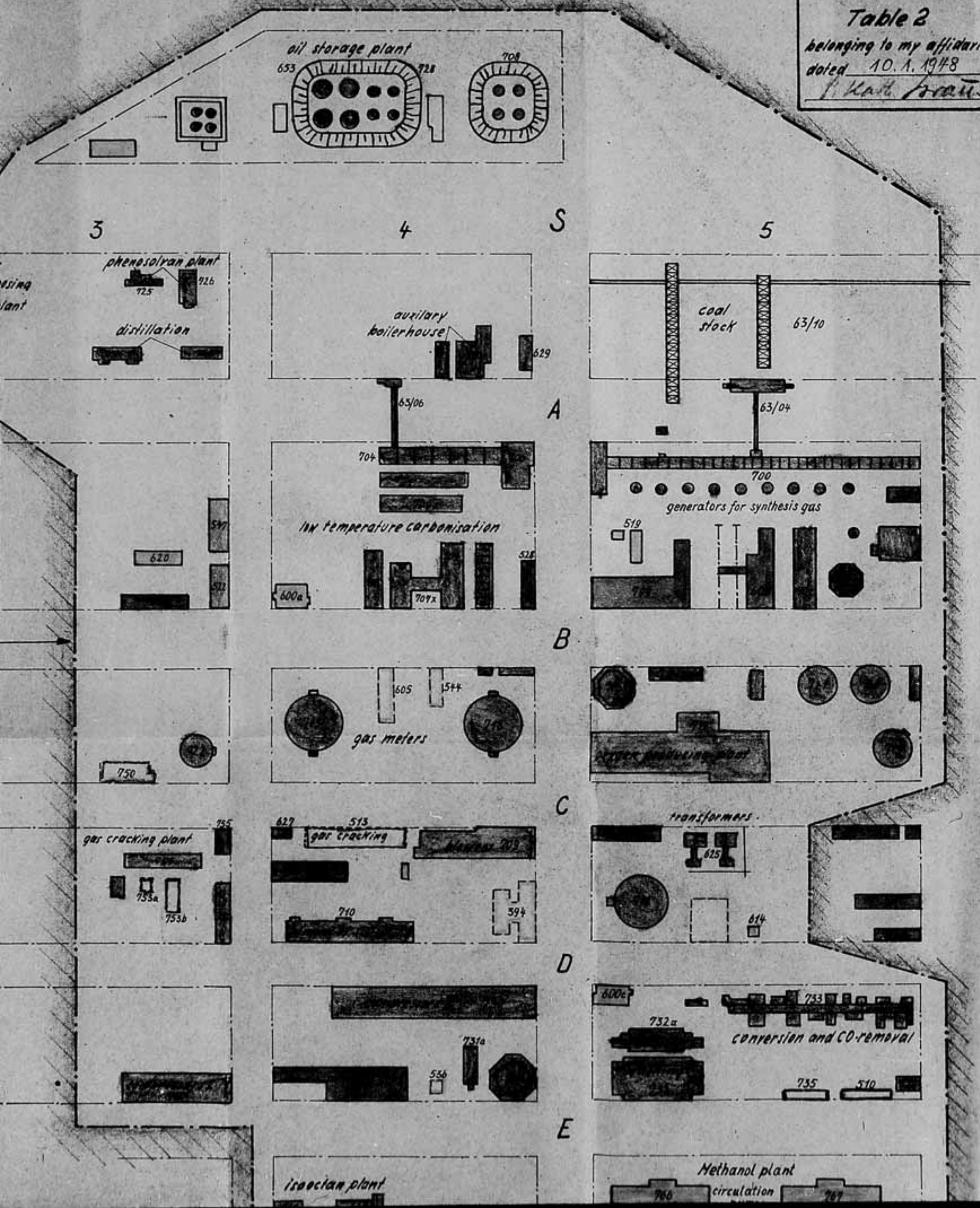
Map of the synthesis plants Auschwitz („Leuna section“)









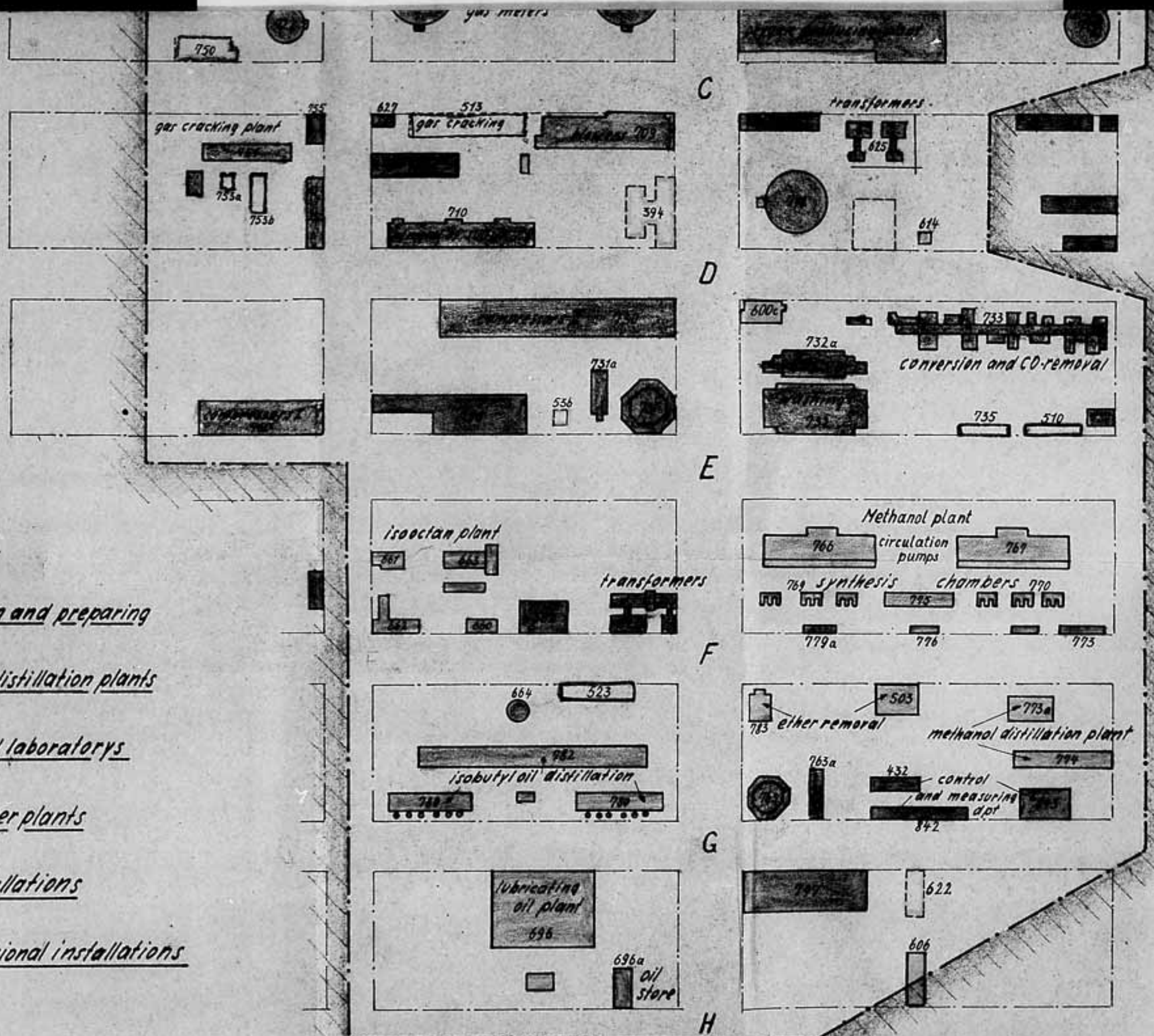
Map of the synthesis plants Auschwitz

(Leuna section)

Table 2
 belonging to my affidavit
 dated 10.1.1948
 K. K. Fraus



-  gas production and preparing
-  synthesis and distillation plants
-  workshops and laboratories
-  water and power plants
-  general installations
-  huts and provisional installations



Steps of different high pressure syntheses

Table 3
 belonging to my affidavit
 dated 10. 1. 1948
 K. Karl Strauß

Synol

Methanol
 (isobutyl-oil)

Ammonia
 (Haber-Bosch)

pure hydrogen

low temperature
 distillation of coal

gas plant

desulfuration plant

compression 1st step

conversion
 of carbonmonoxyde

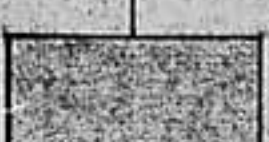
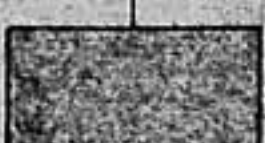
elimination
 of carbon dioxide

compression 2nd step

elimination
 of carbonmonoxyde

synthesis

products



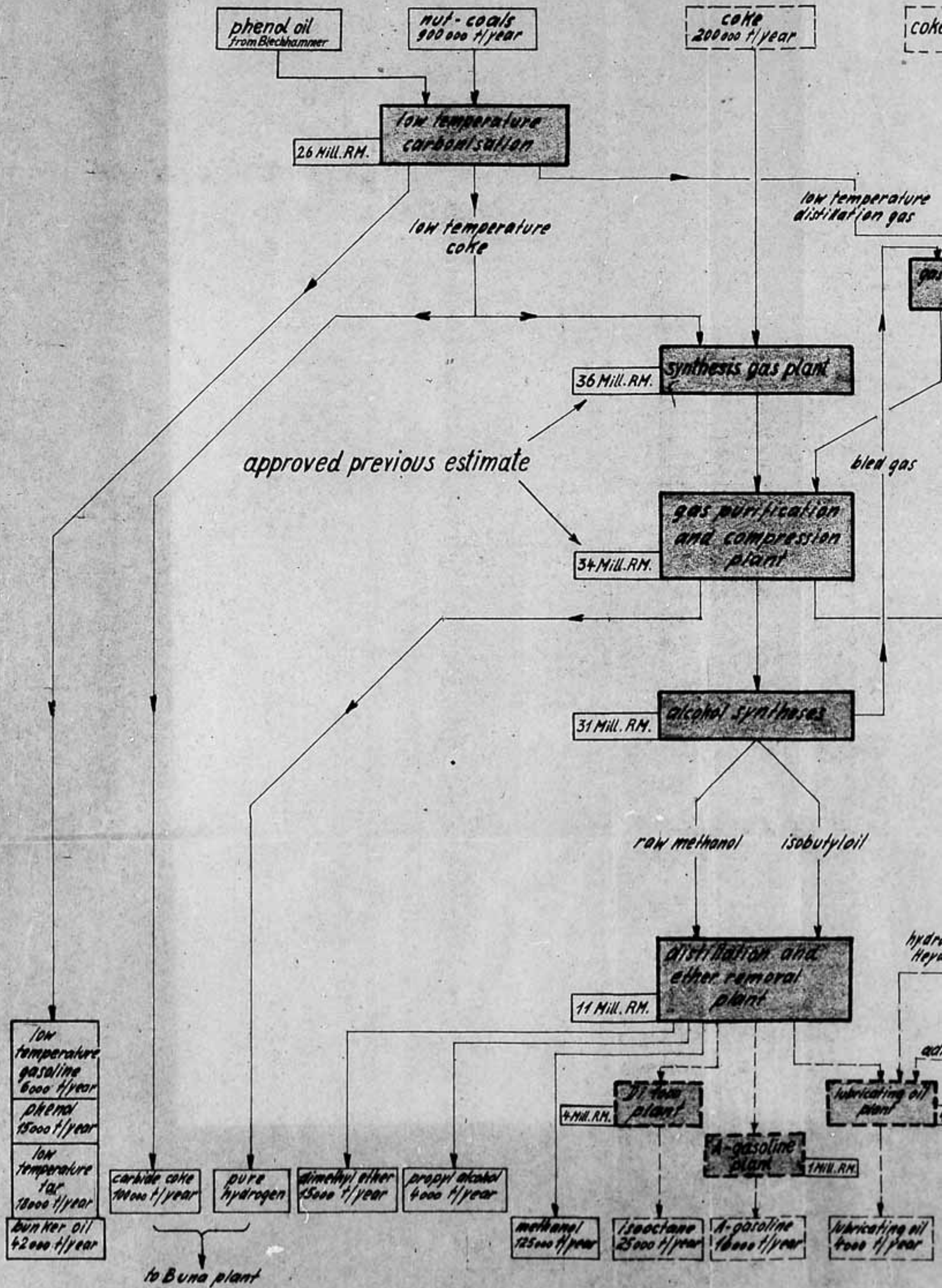
gasoline,
 diff. mineral
 oil products,
 alcohols

methanol
 and
 isobutyl-
 oil

ammonia

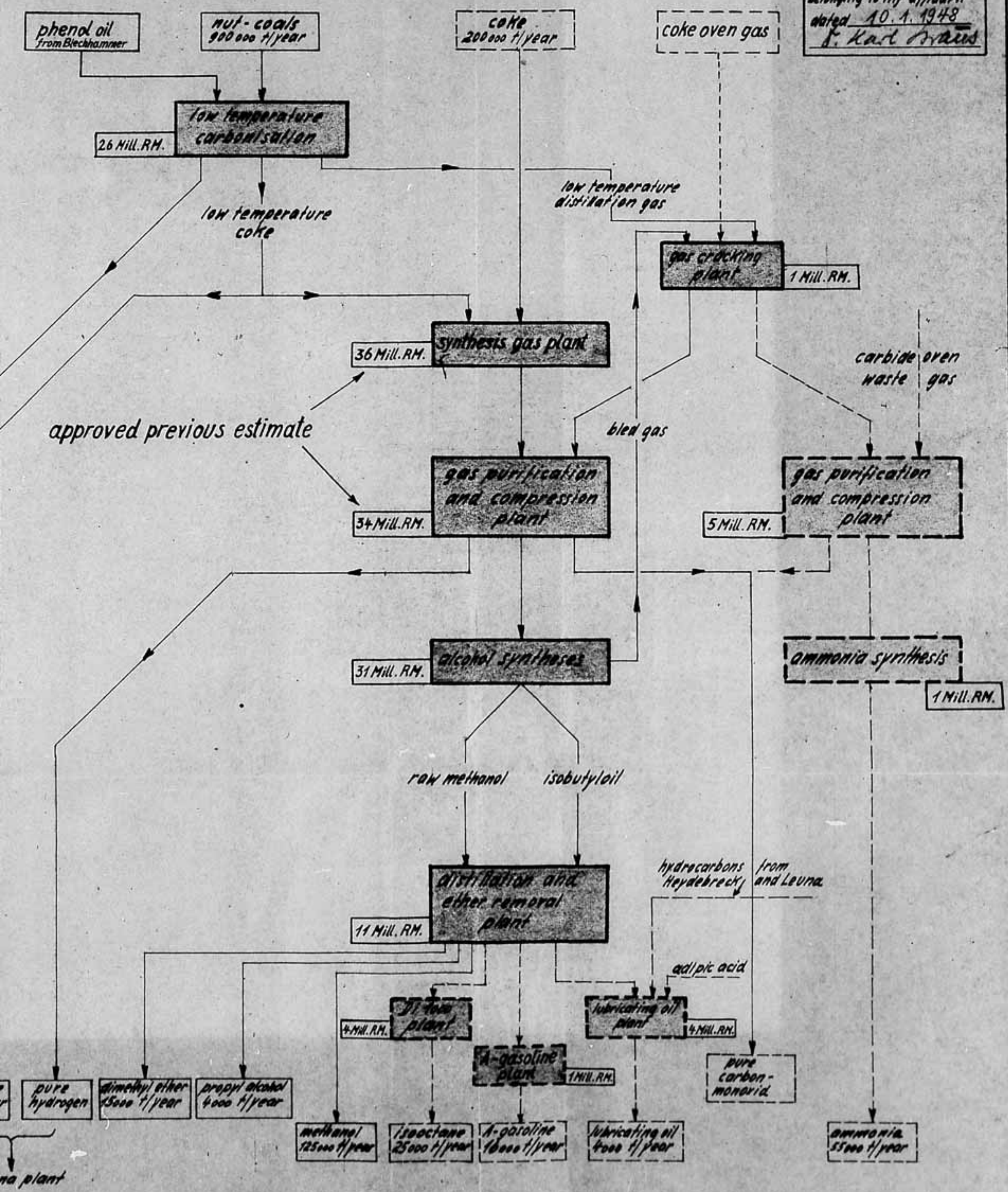
hydrogen

Flow sheet of the synthesis plants Ausch



Flow sheet of the synthesis plants Auschwitz

Table 4
 belonging to my affidavit
 dated 10.1.1948
 F. Karl Kraus



AFFIDAVIT

I, Friedrich Schwoerer, resident of Ludwigshafen on Rhine, have been duly warned that any false statement on my part will render me liable to punishment. I declare under oath that my statement conforms to the truth and is being made in order to be presented as evidence to the Military Tribunal at Nuremberg, Germany.

I was employed with the I.G. Farbenindustrie A.G. Ludwigshafen, and in this capacity I worked in the Direktionsbuero of the Sparte I at Oppau. In the course of this work I learned how the programs for new installations of the Sparte I were worked on. Therefore I was able to prepare the attached list of the plant machinery of the Synthesis part in the Auschwitz plant (Leuna part) by using the pertinent operational charts and programs.

Nuremberg, 15 January 1948.

signed: Friedrich Schwoerer
(Friedrich SCHWOERER)

The above signature of Friedrich Schwoerer, resident of Ludwigshafen on Rhine, made before me is hereby certified.

Nuremberg, 15 January 1948.

signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)
Assistant Defense Counsel
in Case VI

Syntheses apparatus at Auschwitz Plant.

<u>(Louna portion)</u>	<u>Program amount</u>
<u>Low temperature carbonization plant</u> for 900,000 tons per year of screened coal (Nusskohlo) 8 Lurgi furnaces 4 Didier blocks, each having 6 chambers program No.528 573 594 597 636 637 648	21,954,000 RM
<u>Phenylsolan and Phenol separation plant</u> Program No. 534 589	2,767,000 "
<u>Storage tanks for low temperature carbonization plant</u> 9,900 m ³ Program No. 571 571 N1	1,240,000 "
<u>Gas plant for 75 000 Nm³/h crude gas</u> 10 Pirsch-Hillebrand generators 4 running-off generators program No.503	22,540,000 "
<u>Oxygen plant</u> 8 systems, 3,600 m ³ /h each program No. 505 505 N1 521 622 656	13,619,000 "
<u>Cracking plant</u> 6 systems for 16,300 Nm ³ /h (and product) gas program No. 615 616	715,000 "
<u>Sulphur purification</u> 14 absorbers program No. 504 599	4,401,000 "
<u>Compressor plant</u> 10 standard compressors 4 compressors (6-step) program No.505 516 520 609 618 619 638	23,835,000 "

	<u>Program amount</u>
<u>Converting plant</u>	
4 large pressure systems	2,850,000 RM
2 small " "	
1 large pressureless system) make-	
2 small " " shift	
program No. 508 562 921	
<u>Underground water purification</u>	
6 large washing machines CO ₂	5,550,000 "
6 small " "	
program No. 507 507 H1 623	
<u>CO-purification^{*)} for Ammonia</u>	2,230,000 "
program No. 645	
<u>Methanol and Iso oil Synthesis</u>	
12 chambers	29,821,000 "
program No. 522 536 537	
538 539 540 541 542	
<u>Ammonia Synthesis^{*)}</u>	1,000,000 "
program No. 643	
<u>Distillations</u>	
2 distillation groups	8,065,000 "
of 3 columns each, for	
Methanol	
2 distillation groups	
of 7 columns each, for Iso oil	
3 columns for other removal	
program No. 527 546 547	
547 H1 617 620	

^{*)} preparatory work only,
of negligible importance.

DOCUMENT BOOK I BUBTEFISCH No.97

-4-

	<u>Program amount</u>
<u>Di 1,000 installation</u>	4,120,000 RM
capacity 25,000 tons per year program No.550 554 566 567 568 569	
<u>A-Gasolino-installation</u>	1,260,000 "
capacity 16,000 tons per year program No. 576 577 578	
<u>Ether-Oil-installation</u>	3,499,000 "
capacity 4,000 tons per year program No.602 596 596 NI	
<u>Contact plant</u>	1,500,000 "
program No.565	
<u>Storage tanks for finished products</u>	2,900,000 "
18,000 m ³ program No. 545 563	
• separate manufacturing plants	153,866,000 RM
<u>General installations</u>	
Bureaux and laboratories	1,466,350 "
work shops and magazines (construction tools)	7,644,000 "
hoisting equipment and transportation,	13,961,000 "
power and current distribution	4,159,300 "
social welfare facilities	778,000 "
general plants	28,008,650 RM
<u>incidental expenditures,</u>	
<u>General:</u>	909,150 "
Synthesis share Auschwitz, total	<u>182,783,800 RM</u>

AFFIDAVIT

I, Dr. Karl B r a u s , residing at Heilbronn, No.60 Friedhofstrasse, have been warned that I am liable to punishment for making a false statement. I declare under oath that my testimony is the truth and that it is given in order to be submitted as evidence to the Military Tribunal No.VI, at the Palace of Justice, Nuremberg, Germany.

1. I was born on 20 April 1902 at Mannheim. After studying chemistry at the University of Heidelberg I took up work in the industry as a chemist. Since 1928 I have been working for I.G. Farbenindustrie A.G., that is since 1933 as a plant manager of the Leuna Works. In March 1941 I was given the assignment of participating in the work of preparing plans for the new Auschwitz project and to take over the manufacturing department Synthesis (Leuna portion) in the new Auschwitz works.
2. On the basis of my knowledge about the planning for the Auschwitz works I make the statements below on the proposed production program for the manufacturing department Synthesis, as follows:

	tons per year
Pure Methanol	125,000
Dimethyl ether	15,000
Propyl alcohol	4,000
Isooctane (high octane motor fuel for planes)	25,000
Automobile gasoline	16,000
Special types of lubricants	3,000
Primary nitrogen	55,000
Low temperature gasoline	6,000
Navy fuel oil	42,000
Hot tar	18,000
Carbide coke	100,000
Phenol	5,000
Cresol	3,000
Xylenol	2,000

-2

3. According to my recollection the actual production was,
from 1945 on, as follows:

Methanol 1943 (beginning November)	1,000 tons
1944 (until August)	10,000 tons

Finally a production of 3,000 tons per month was reached
before disturbances occurred thorough air attacks.

The low temperature carbonization ^{plant}/operated one furnace,
temporarily two, and in that fashion manufactured
400 and 300 tons of tar, respectively, per month.

In the case of low temperature gasoline, navy fuel
oil and hot tar the production in 1944 therefore amounted
to approximately 10% of the production capacity.

Heilbronn, 10 December 1947

signed: Dr. Karl Braus

I certify that the above signature of Dr. Karl Braus
was appended before me to-day.

Heilbronn, 10 December 1947.

signed: Dr. Kurt Hartmann

Assistant Defense Counsel

for Case VI

This is to certify that this
is a true and correct copy
of document Doc 171.

Nuremberg, 12 February 1948.

signed: Dr. Hans Flechsner

(DR. HANS FLECHSNER)

A F F I D A V I T

I, Dr. Kurt Hartmann, residing at Ilvesheim near
Lannheira, Goethestrasse 25, have been warned that I am
liable to punishment for making a false statement under oath.
I declare under oath that my testimony is the truth and that
it was given in order to be submitted as evidence to the
Military Tribunal at the Palace of Justice in Nuremberg,
Germany.

The attached map is a photograph of the map which I have
before me and which shows mining territory in Upper Silesia
(1st edition September 1911). In the photograph I have indi-
cated in different colors which are the fields containing
mines owned by Fuerstl. Pless'sche Bergwerk A.G., by the
Fuerstengrube G.m.b.H., by the Jenina Mines as well as the
fields containing mines owned by Bergwerksverwaltung (Mining
administration) Upper Silesia of Reichswerke Hermann Goering.

Nuremberg, 6 February 1948

signed: Dr. Kurt Hartmann

(Dr. Kurt HARTMANN)

Assistant Defense Counsel

for Case VI.

CERTIFICATE OF TRANSLATION

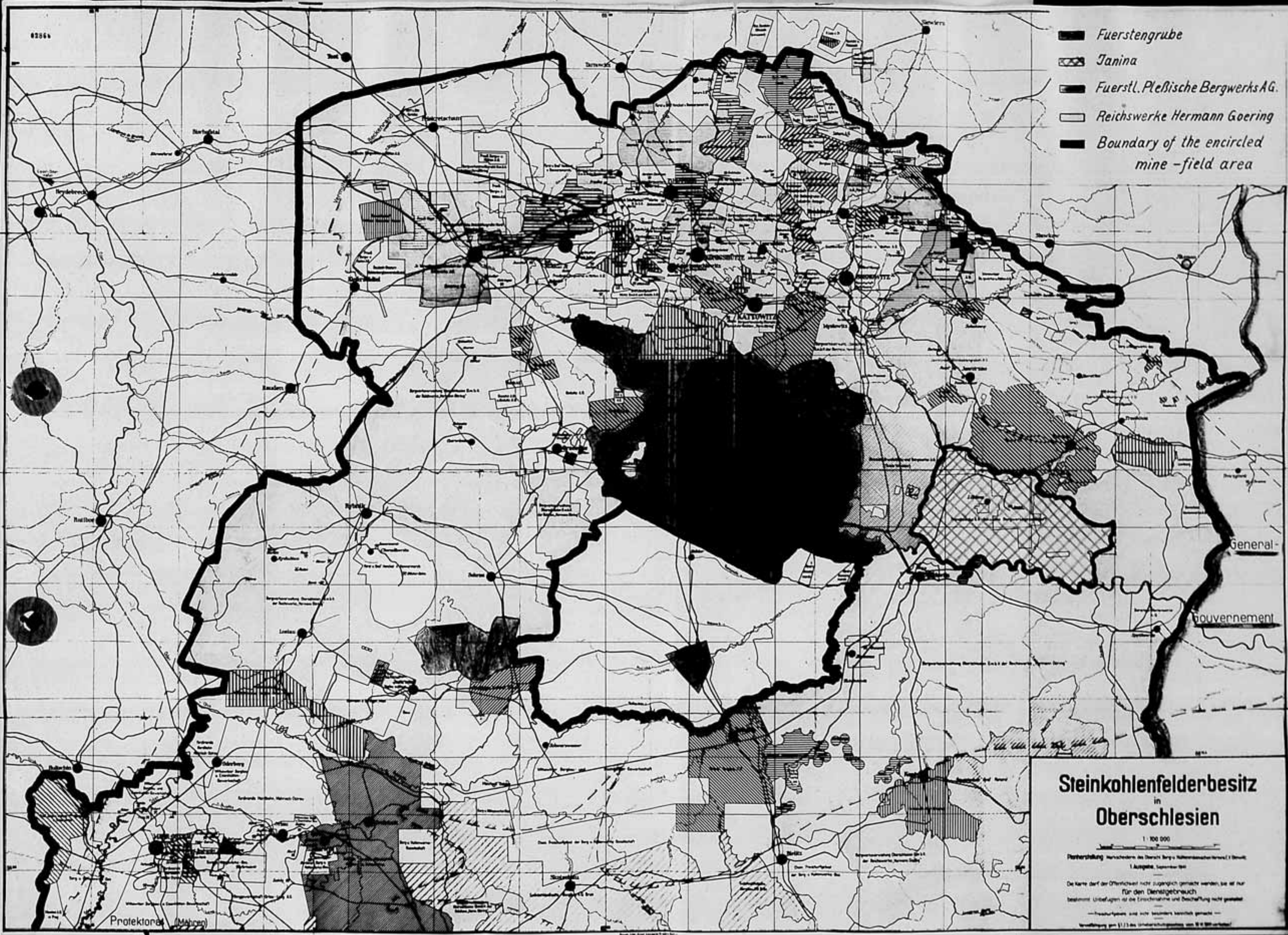
2 March 1948

We, John FOSBERRY, No.20179, George GOODMAN,
No.34789 and Gerta KANNOVA, No.20151, hereby
certify that we are thoroughly conversant with
the English and German languages, and that the
above is a true and correct translation of
DOCUMENT BOOK I - BUELEFISCH.

John FOSBERRY
No.20179

George GOODMAN
No.34789

Gerta KANNOVA
No.20151



**Steinkohlenfelderbesitz
in
Oberschlesien**

1 : 100 000

Verstärkung: Verzeichnis des Steinkohlenbergbauunternehmens (1 Blatt)
1. Ausgabe, September 1941

Die Karte darf der Öffentlichkeit nicht zugänglich gemacht werden, sie ist nur für den Dienstgebrauch bestimmt. Unzulässig ist die Entschlüsselung und Beschriftung nicht gestattet.

—Produktions- und nicht besonders kontrolliert gemacht—
Verordnung vom 11.12.40 (Schlüsselnummer 200 000 000 000)

*Defense
Case 6*

TRIBUNAL VI

CASE VI

DOCUMENT BOOK II

for

Dr. Heinrich BUETEFISCH

Presented by the
Defense Counsel

Dr. Hans Flaechsner
Attorney-at-Law

Long



Index to Document Book Buetevisch II

Page Description of document Buetevisch No. Exo.

Dr. Buetevisch and his work

- 1 Affidavit dated 12.2.1948 by Dr. Heinrich Buetevisch Buetevisch 200

Curriculum Vitae

- 13 Affidavit dated 15.1.1948 by Dr. Carl Rumscheidt

Dr. Buetevisch was the technical manager of the Leuna-works from 1931 on. He devoted most of his attention to the development of hydrogenation and to the organic plants. He specialized in the development of new kinds of fertilizers. Dr. Buetevisch also represented Soarte I with the Stickstoffsyndikat, and was the I.G. representative in the Wirtschaftsgruppe Kraftstoffindustrie (Motor Fuel Industry). Before the war the whole of the production at Leuna went to industrial consumers. The main products were nitrogen fertilizers for agriculture, industrial nitrogen as preliminary product for the chemical industry, methanol for the plastics and motor fuel sectors, methylamine for the solvents industry and detergents, organic products for the artificial fiber industry, and gasoline for aviation and industry. All products were destined for peace-time economy. The idea of making war, let alone aggressive war, was never mentioned by the management or by Dr. Buetevisch in any discussions. In all his dealings and in all his work Dr. Buetevisch was guided solely by technical and economic considerations. He was considered by all those with whom he worked as having absolutely no interest in politics.

- 16 Affidavit dated 24.2.1948 by Dr. Hans Kaeding Buetevisch 284

The affiant has known Dr. Buetevisch for many years, having worked with him at Leuna. Dr. Buetevisch was in charge of the technical management of Leuna, and specialized in the development of hydrogenation. His field of activity was so wide that he had to content himself with outlining the main principles, and leaving it to Dr. v. Staden to apply them. During the war Leuna built a motor fuel plant at Moosbierbaum and Dr. Buetevisch took charge of this. A so-called Leuna section was also added to the Auschwitz works, mainly for Synol synthesis. At the works Dr. v. Staden represented Dr. Buetevisch, who directed the technical planning,

Page	Description of document	Buo.No. Exh.
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but did not, however, concern himself with the details. Dr. Buotefisch was not responsible for the general administration and the employment of labor, although he always kept himself informed about the living and working conditions of the staff. Dr. Buotefisch was not active politically; he did not join the Party until late. It was only by chance that the affiant learned that Dr. Buotefisch held an honorary rank in the SS. He never saw him in uniform.

21	<u>Affidavit dated 9.1.1948 by Friedrich Uhde</u>	Buo. 242
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The industrialist, Friedrich Uhde, manager of the well known German firm of makers of chemical equipment, states in his affidavit: I know that Dr. Buotefisch was always a great advocate of private enterprise. He always endeavored to maintain contact with abroad. In this he was to a certain extent in conflict with National Socialist aims, which tended rather towards an economy of "Self Sufficiency". I can say with certainty that Dr. Buotefisch never believed there would be a war, let alone a war of aggression. He was a technical man, and all his ideas were constructive and not destructive. I know that Dr. Buotefisch was not active politically. He held himself aloof from all political machinations. His work, which was devoted to development and research and applying the results to industry, took up the whole of his time. Owing to the enormous demands made on him, Dr. Buotefisch was unable to occupy himself with detailed questions of labor. But this did not prevent him from being always mindful of the well-being of his employees and workers.

26	<u>Affidavit dated 16.1.1948 by Dr. Friedrich Honning</u>	Buo. 41
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As permanent assistant and first co-worker with Dr. Buotefisch, Dr. Honning describes the technical work of Dr. Buotefisch. In the discussions with the chiefs of the technical departments, technical and industrial problems were dealt with. If production questions came up for discussion, they were dealt with solely from the point of view of the industrial requirements. During the many discussions no mention whatsoever was ever made that Germany might be expected to engage in a war of aggression.

Page	Description of document	Bus.No.Exh.
29	<u>Affidavit dated 17.1.1948 by Dr. Henning</u>	Bue. 176
	<p>This describes the tasks of Dr. Bueteufisch in the Leuna works, and the positions held by him, as representative of Sparte I of the I.G. Farben in other Companies.</p> <p>..... "He (Dr. Bueteufisch) was only acquainted in broad outlines with matters appertaining to labor allocation and social welfare. In the Leuna Works there were special departments for dealing with these questions, which were subordinate to Dr. Schneider."</p>	
33	<u>Affidavit dated 13.10.1947 by Dr. Hans Sauer</u>	Bue. 173
	<p>The chief engineer of Sparte I and of the Leuna Works reports on the ever-expanding Leuna Works, of which Dr. Bueteufisch was in charge, and describes the unexpected difficulties which were encountered in finding staff to man the plant because of the size of the works. As a result, the Work's Management was unable to entertain any further expansion for mass production. It did agree to undertake production of a few further products which were of more value. As the industry developed, however, the demands of the authorities made it imperative to expand considerably, and it was Dr. Bueteufisch's endeavor to find a reasonable solution. The expansion took place in step with the demands of industry. The idea of any preparations for a war never entered the minds of the Work's Managers. In any case, during the war, expansion came to a stop because of the problem of lignite supplies, and the enlargement of the hydrocarbon synthesis, which had been called for, could no longer be undertaken at Leuna, but had to be transferred to Auschwitz.</p>	
36	<u>Affidavit dated 29.12.1947 by Dr. Ing. Georg Knoth.</u>	Bue. 202
	<p>Dr. Knoth, a well known patent agent, makes a detailed statement about Dr. Bueteufisch personally. Dr. Bueteufisch made the development of syntheses from coal his life's work. It is known far beyond his immediate sphere of operation what great services Dr. Bueteufisch has rendered in the field of nitrogen synthesis, hydrogenation of coal, synthetic production of alcohols, and the production of preliminary products for the various plastics syntheses, and that he is considered to be one of the greatest experts in this field. Politically, he thought and reasoned first and foremost as a technical expert. He was fundamentally opposed to Party politics as such. During the whole time the National Socialists were in power, Dr. Bueteufisch was extremely critical of the Regime and a firm opponent of certain Nazi methods.</p>	

Doc. Book Buctefisch II

Page	Description of document	Buo.No.	Exh.
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|----|--|---------|--|
| 36 | <p>Among his colleagues and many subordinates he never attempted to grade or estimate people according to race, religion or political attitude, but merely respected the work of each individual. He helped the oppressed, protected his staff and was therefore honored and respected by all his associates. Dr.Buctefisch brought severe criticism to bear in cases where he feared that the free development of technology and science was jeopardized by Party encroachments. Dr.Buctefisch considered a war of aggression impossible merely from the technical point of view. A man like Dr.Buctefisch could not avoid requests from Government offices for information on technical matters. The affiant goes on to say that Dr.Buctefisch joined the Party late; he had not heard until now that Dr.Buctefisch had been given an SS rank. This state of affairs might seem singular, but is easily comprehensible if one considers the unnatural conditions prevailing during the Nazi period. Scientists and technicians who were obliged to come into contact with so-called Party celebrities in their professional life were often unable to avoid such requests.</p> | | |
| 42 | <p><u>Affidavit dated 5 October 1947 by Fritz Ruther.</u></p> <p>The affiant worked in Dr.Buctefisch's secretariate in Louna and therefore knows him well. He described his official position as technical chief on the Louna works and his outlook, which was totally non-political and governed only by his technical problems and theories. His sphere of work consisted of technical and industrial matters. Dr.Buctefisch had nothing to do with questions of labor allocation or matters of mobilization. Dr.Buctefisch disliked Party politics and let this be known by his remarks. He was tolerant in his attitude towards his associates and subordinates and did not enquire about Party membership. His secretary was considered as a Social Democrat. Dr.Buctefisch was a supporter of rational industrial progress; in his work he had no war of aggression in mind, nor did he wish to promote one.</p> | Buo.233 | |

Doc. Book Buotefisch II

Page Description of document Buc.No. Exh.

46 Affidavit dated 8 November 1947 by Otto Gersten. Buc.138

The senior chief foreman of the Leuna works stated that Dr. Buotefisch both as plant manager and as technical manager of the Works, was popular with foremen and workers for his straightforward and frank manner. He always maintained the same cordial relationship with his plant workers. He never allowed himself to be guided by considerations of Party politics. Even political persecutees could always count on his help, as several instances have shown.

48 Affidavit dated 9 November 1947 made by Otto Dietz. Buc.149

The affiant stated: Both foremen and workers quickly came to know and to esteem him, both for his friendly manner and because there was no work with which he hesitated to lend a hand. He was never absent when technical breakdowns occurred in the plant and set a good example wherever there was danger. "When in about 1935 or 1936 I was reported to the Gestapo as dangerous to the State and was brought by them to Mersburg, Dr. Buotefisch interceded successfully for my release."

50 Affidavit dated 10 February 1948 made by Otto Boehne. Buc.157

confirms that during the entire period when he worked in the plant Dr. Buotefisch was always ready to assist the members of the staff. This was common knowledge among the staff. Dr. Buotefisch was not engaged in political activities either before or after 1933 and he often voiced his pessimistic views on the Nazi methods openly, so that under the prevailing conditions we considered his criticism risky.

52 Affidavit dated 9 October 1947 made by Chief Foreman Jakob Mueller Buc.146

states that everyone always found in Dr. Buotefisch a friendly superior, interested in social conditions. Dr. Buotefisch kept completely aloof from Party affairs. We never saw him wearing any Party insignia. After a few years of work in the ammonia factory, he became technical manager of the Leuna Works, but even in this post the excellent official and personal relationship between him and ourselves was unchanged.

Doc. Book Buctofisch II

Page Description of document Buo.No. Exh.

- 54 Affidavit dated 3 October 1947 made by Dr. Richard Lindo. Buo.83

The member of the Vorstand of the "Gesellschaft fuer Lindes Eismaschinen" stated that Dr. Buctofisch and the other members of the Vorstand were primarily technicians and business men who had no political ambitions. The antipathy of the Vorstand of I.G. towards the aims of National Socialism was well-known, particularly as far as the Jewish problem was concerned. As an instance of this, Dr. Lindo cited I.G.'s efforts to make processes accessible to foreign countries, and he stresses that the members of the Vorstand of I.G. who were concerned had not thought of the imminence of war in their negotiations and did not even consider such a thing possible. They were interested solely in their professional work. Many an advance in science is attributable to the collaboration of the Lindo firm with I.G.-Farben, collaboration which was based on the idea of the peaceful development of industry.

- 58 Affidavit dated 2 January 1948 made by Dr. Reinhold Goldberg. Buo.85

Dr. Goldberg was chief of the Sparte office for Sparte I. "I met Dr. Buctofisch regularly at the Nitrogen and Oil Sparte meetings, which were held at regular intervals up to the outbreak of war." All the meetings contributed to the harnessing of technical knowledge to economic development. In no Nitrogen and Oil Sparte meeting was there any question of adjusting production to the possibility of war, nor was it even mentioned that a war of aggression might be planned. Above all, Dr. Buctofisch was opposed to the Party's hostile attitude towards the Jews. Despite the fact that Dr. Goldberg worked with Dr. Buctofisch for a long time, he never knew if he belonged to the Party or one of its affiliations.

- 60 Lecture by Dr. Heinrich Buctofisch on the chemical composition of fuels and lubricants. Buo.239

Dr. Buctofisch's statements show his scientific and experimental work in the field of the mineral oil industry.

- 68 Affidavit dated 25 February 1948 made by Dr. Hedwig Jochims. Buo.283

Statement on the number of people employed on research work for Sparte I.

Doc. Book Bucofisch II

Page	Description of document	Buc. No. Ech.
69	<u>Affidavit dated 18 February 1948 made by Dr. Guenther Kunze.</u>	Buc. No. 282
	Records the amount expended by Sparte I on development and research.	
71	<u>Affidavit dated 24 February 1948 made by Friedrich Schwoerer.</u>	Buc. 287
	List of the sums invested in the various spheres of work of Sparte I from 1928 to 1939.	
	<u>NITROGEN.</u>	
74	<u>Affidavit dated 2 January 1948 made by Prof. Schulze.</u>	Buc. 2
	Professor Schulze, the present Department Chief for Food and Agriculture in Hannover states that Dr. Bucofisch in his work on nitrogen was always guided only by the idea of satisfying the requirements of German agriculture and improving this artificial fertilizer production with modern and ever more effective nitrogen fertilizers. Dr. Bucofisch certainly did not think of preparation for war in connection with this. Even in 1939 a peace-time plan for future years was discussed with the nitrogen industry in Dr. Bucofisch's presence.	
77	<u>Vorstand meeting of the I.G. on 16 December 1938.</u>	Buc. 49
	Dr. Bucofisch reports on the nitrogen situation in Germany and states that only with difficulty did the nitrogen production fulfil the increased demand.	
79	<u>Nitrogen Sparte meeting on 25 August 1939.</u>	Buc. 111
	It was reported that in collaboration with the German agricultural offices an estimate of the demand for the next five years had been drawn up and the resultant production program for I.G. for the peace-time demand had been discussed.	
84	<u>Affidavit dated 27 October 1947 made by Friedrich Uhde.</u>	Buc. 257
	The well-known nitrogen expert states that for the production of nitric acid, as it is needed for explosives, special apparatus not usually available in factories for nitrogen fertilizer was required. This apparatus takes up a lot of room, is costly and needs very specialized technical knowledge.	

Document Book Bu Stefisch II

Page Description of Document Buo. No. Exh.

86 Affidavit dated 24.1.1940 by Dr. Knoepfer Buo. 12

Dr. Knoepfer, the honorary President of the AG of the Kohlenwertstoff-Verbreude testifies to the activities of Dr. Bu Stefisch in his capacity as chairman of the Technical Committee in the Nitrogen Syndicate. Everyone of the members of the syndicate had such faith in Dr. Bu Stefisch, that he was frequently asked to investigate the matter and to make a decision when arguments on technical problems arose. All the members of the syndicate would then accept his decision.

Before the war, from 1931 onwards, Dr. Bu Stefisch represented the syndicate as technical expert at international nitrogen conferences. There he was appointed by all nations chairman of the Committee. Dr. Bu Stefisch was also elected by the members of the Nitrogen Syndicate as chairman of the Aufsichtsrat of the Linz Nitrogen Plant which had been set up at the instance of the Reich authorities. In the syndicate he was generally considered to be completely disinterested in politics.

89 Affidavit dated 9.9.1947 by Lalons Buo. 87

The first Director of the French Nitrogen Syndicate, Officer of the Legion of Honor, confirms the activities of Dr. Bu Stefisch in the International Nitrogen Convention from 1931 to 1939. He declares that Dr. Bu Stefisch always discharged his duties in the most impartial manner, and rendered enormous services to the European nitrogen industry by his wide industrial experience as President of the Committee of Experts.

91 Affidavit dated 9.11.1947 by Dr. Willfroth Buo. 243.

Dr. Willfroth, Departmental Head of the Leuna-work Fertiliser Salt Plant was a close collaborator of Dr. Bu Stefisch's in the nitrogen field. According to his testimony, Dr. Bu Stefisch's work as far as nitrogen was concerned consisted mainly in solving problems of a technical-economic nature. Deponent confirms that in the course of this work, Dr. Bu Stefisch often expressed his opposition to measures adopted by the National Socialist government.

Document Dr. Buetafisch No. 200

Exhibit No.

Affidavit.

I, Dr. ~~Heinrich~~ Buetafisch, at present in the prison at Nuern -
berg, have been warned that I shall be liable to punishment for making
a false statement. I herewith declare under oath that my statement is
true and was made in order to be submitted as evidence to the Military
Tribunal at the Palace of Justice at Nuernberg, Germany.

Curriculum Vitae.

General and vocational training.

I was born on 24 February 1894 at Hanover. My father, Otto
Buetafisch, was a teacher. I first attended an elementary school,
and later on the Oberrealschule (high school for technical science).
As I had a great bent for natural science, after having passed the
final examinations, my father made it possible for me to study chemistry
at the Technical College at Hanover. While still at school I was
allowed to set up a small laboratory. My father, who taught natural
science, introduced me to the interesting field of physics and
chemistry. Thus during my first terms at the college I was entrusted
with special tasks in organic and inorganic chemistry. In my studies
I devoted special attention to physics, mathematics, and the con-
struction of machines. In 1914 my studies were suddenly interrupted
by the war and shortly before I was due to take my final examinations.
During the first world war I served as a soldier in the Signal Corps
(Nachrichtentruppe)

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and later on as an officer. I remained in this branch until the end. On the strength of my previous training in physics I was transferred in 1917 to a radio experimental station. Here I was able to improve my knowledge considerably in special fields of physics, as I was allowed in this command to work together with a number of the leading professors of our universities.

When the war was over I immediately resumed my studies. By then I was quite sure that I would devote myself to special problems of physical chemistry. I had the good fortune to have as my teacher Professor Max Bodenstein, who was well known beyond the borders of Germany because of his work in the field of reaction kinetics, and to be able to confide my hopes in him. In the middle of 1919 I passed my examination under him for a certified engineer (Diplom Ingenieur) and was subsequently employed as assistant at the Institute for Physical Chemistry, where I mainly worked in the field of thermo dynamics of technical gas reactions. One year after having passed the certified engineer examination I graduated as Doctor Engineer (Dr. Ing.) with the thesis: "A new light reaction sensibilized by chlorine." The work had introduced me to the scientific research field of the Einstein law of equivalents and the Planck theory of quanta.

I would have liked to continue working in this highly interesting and at that time new field of research, and to devote myself entirely to university work and research. But my father had died during the world war, and economic considerations forced me to go into industry.

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I kept in close and friendly contact with my teacher Professor Bodenstein until he died in 1940. He used to visit me at my place of employment at Leuna. The fatherly advice he gave me when he visited and wrote me was a great stimulus and pointed the way to me in my further training in all fields of natural science. He remained my teacher as long as he lived.

In September 1920 I joined the Bedische Anilin- und Sodafabrik at Ludwigshafen, and at the end of the year I was transferred to the Ammoniakwerk Merseburg (Leuna-Werk). Until 1945, when my employment ended, I worked in this plant. In 1922 I married Margarete Duesing, daughter of Wilhelm Duesing, a businessman. We had two daughters, Margrit, who was born in 1923, and Jutta, born in 1935. My family and I belong to the Evangelical-Lutheran Church. In the difficult times after the Nazis came to power I held to the church, my children were brought up in the Christian way of life, and during the whole time the National-Socialists were in power I actively supported the church. During the whole of this time I lived with my family at Leuna. In 1936 and 1937 I was called up as officer of the reserve in the Signal Corps for two short periods, and later served as a Captain. During the last war I was put on the reserved occupation list. In 1940 I was released from the army reserve, as I had lost one eye after a serious operation. This caused me a good deal of mental suffering. Unfortunately this operation left me physically incapacitated in many ways.

- 3 -

My professional career until the outbreak of war

in September 1939.

I devoted my whole life to my work which lay in the field of chemical technical science and scientific technical research. On the strength of my work as an assistant and my previous training in the special field of gas kinetics in the high pressure laboratory, soon after I joined Ludwigshafen I was introduced by Professor of Mittasch into the field/high pressure technics. After a short training I was transferred to the Ammoniak-Merseburg, where I was at first employed as assistant in the Ammoniac factory. There I had an opportunity of working on the development and improvement of ammonia synthesis. Thus I made my first introduction into the large scale production of chemical products, and learned about the practical application of chemical laboratory work to large scale production.

This work, with the numerous problems and tasks it involved, absorbed me completely throughout the whole time of my career until it ended in 1945. I was a chemist by vocation and I always remained a chemist. I tackled the problems connected with the chemical industry with great enthusiasm, and my work gave me an inner satisfaction.

As early as 1924 I became technical manager of the Ammoniak-fabrik, and in 1925 I was given the additional task of concentrating the whole of the high pressure installations in one department. This also included the methyl alcohol synthesis which Leuna had taken up in 1923. At the end of 1927 I was assigned to the plant management (Werkleitung) as assistant to the directorate, in order to acquaint myself with the technical installations of the whole plant,

- 5 -

to concentrate all research work, and to set up a department for the examination of the economic aspect of technical methods (development department). In the same year I was made Prokurist of the firm. During the whole of this time I was mainly engaged in the improvement of the syntheses and the plants for the production of gas, as well as the production of new fertilizers for agricultural purposes. In 1926 my sphere of work was still further expanded. As leading expert I was commissioned to assist with the construction of the first large-scale industrial plant for the liquefaction of coal, employing the hydrogenation process which Dr. Pier had developed at Ludwigshafen. In the years which followed I was in charge of all work for the expansion of the gasoline plant at Leuna. In 1931 I was appointed deputy director and was commissioned with the management of all technical plants, laboratories and research work of the Leuna-Werke. In that year I was made a permanent member of the Technical Committee of the I.G. Farbenindustrie. This Committee appointed me a deputy member of the Vorstand of the I.G. Farbenindustrie. In that capacity I was allowed to work under Geheimrat Bosch and the Sparten managers Dr. Krauch and Dr. Schneider on the technical development of the entire field of high pressure synthesis, and the planning and carrying out of new methods in the nitrogen, methanol, and hydrogenation sectors. Throughout the whole period of my activity until 1945 I was technical manager of the Ammoniakwerk Merseburg. In 1938 I became a full member of the Vorstand of the I.G. Farbenindustrie. Apart from the three fields of large-scale syntheses mentioned above the following processes

- 5 -

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and
were improved/developed under the technical management of the plant
at Leuna:

Synthesis of methylemines,

Sulphuric acid from sulphur,

Synthesis of the higher grade alcohols,

Gasification and low temperature carbonizing process for lignite,

Detergents from hydrocarbons,

Dehydrogenation processes,

Adipic acid,

Cyclohexanone,

Alkylate,

Synthetic lubricants etc.

Owing to my work, which embraced the whole of the research and production sectors of the syntheses from coal, and on the strength of my knowledge and experience in these and allied fields, I was given many special tasks. In 1931 I was taken on to the administrative council of the Nitrogen Syndicate (Stickstoffsyndikat) which appointed me chairman of the Technical Committee. This Committee had to deal with all technical questions of the plants belonging to the syndicate. Within the framework of my activity in the nitrogen field, the German nitrogen industry also appointed me chairman of the Study Group for Fertilizers. This Study Group had the task of advising agriculturists as to the proper utilization of the various fertilizers. For this purpose advisory offices had been set up all over the country. When in 1931 the nitrogen industry for the whole of Europe united with the assistance of Chile, in the "Convention internationale de l'Azote", I was designated by the German group to take part in it.

My efforts were directed at achieving international agreement on common technical problems. The technical representatives of the nitrogen industries of Britain, France, Belgium, Holland, Poland, Italy, Norway and Czechoslovakia present elected me chairman of the Technical Experts Committee of the Convention.

My second main sphere of work was connected with mineral oils in which I constantly worked with a large staff on the technical improvement of the process. In 1936 I was delegated to the Advisory Council (Beirat) of the Economic Group Fuel Industry to represent technical and industrial interests of the I.G. Farbenindustrie connected with mineral oil. When Professor Krauch left the Vorstand of I.G. and Sparte I, I took over a number of further duties, which had hitherto been Dr. Krauch's responsibility. He was succeeded as chief of Sparte I by Dr. Schneider who remained Plant Leader of Leuna. I carried out all those tasks under the auspices of Sparte I. Thus I joined the Brabag as technical advisory member of the Vorstand in the place of Professor Krauch in 1938. There I worked, of course, purely in an advisory capacity, but as a technologist I gained much new experience owing to my connection with Brabag. When a new company, the Norddeutsche Hydrierwerke Poelitz was founded in 1938, in which, apart from the Standard Oil and the Shell Group, I.G. also participated, I took over the chairmanship of ^{the} Aufsichtsrat at the partners' request. This plant was to process by hydrogenation heavy oils of foreign origin.

for the first time in Germany, a new sphere of activity which was interesting from the technical and economic point of view and in the perfection of which I took an active part, partly because I saw in it new possibilities for further close co-operation with foreign oil firms.

In the entire mineral oil sector it was my business to represent the interests of I.G. within the scope of my activity in Sparte I at home and abroad. This included, in the first place, the countless problems concerned with exchange of experimental data and control of contracts which had been concluded in the mineral oil sector, as well as the maintenance of friendly relations with our partners.

My efforts were primarily directed at developing these relations with our foreign partners, and especially with the Standard Oil, further. The original agreements dealt in the main with hydrogenation. They were considerably extended in the course of the years 1938 and 1939 by our covering, by way of contracts, the hydrocarbon synthesis from carbon dioxide and hydrogen and the vast field of catalytic cracking. Thus a co-operation for yet another decade had been outlined, in continuation of our old agreements. With reference to hydrocarbon synthesis, we had in the meantime concluded a special contract with Ruhr-Chemie, which used the Fischer process in its plants. This agreement, together with experiments which we had made in this connection, formed the basis of a new agreement with America in the field of hydrocarbon synthesis. In the course of this work and especially of the exchange of technical information resulting therefrom, I met almost all technologists

in Germany who were experts in the field of synthetic mineral oils. On account of our agreements, I frequently had an opportunity to discuss personally technical problems when our German plants were visited by technical experts of the Standard Oil, the Shell, and the Imperial Chemical Industries. These discussions led to the establishment of friendly contacts and cordial relationships. All the various spheres of activity outlined above in the nitrogen field as well as in the mineral-oil sector naturally involved a number of trips abroad which served to cement our contractual agreements and to exchange technical data. Thus, in my capacity as President of the Exports' Committee of the Convention international de l'Azote, I saw a number of nitrogen factories abroad and was in a position, in many technical conferences, to exchange technical experience and to suggest possibilities of development in the general interest of the Convention. In the course of the years, we granted in the nitrogen sector licenses for a number of processes for the production of new kinds of fertilizers to the countries of the Convention. In 1937 I travelled to the USA on the invitation of Standard Oil. Through the courtesy of the Standard Oil, I was for the first time in my life given an opportunity to visit the extensive oil fields and to get an idea of the technical possibilities resulting from the oil resources of that country. I had especially an opportunity to visit the Standard Oil's plants at Baton Rouge with all its technical equipment and to get familiar with them, where a number of our processes were used and where also new experiments were made for processing mineral oil.

On my journey through this country, I had furthermore an opportunity to see plants of the chemical industry, on the invitation of the du Pont Company, and to gather a general impression of the extraordinary achievements of our American colleagues in the chemical technical field. All the possibilities of free industrial development in America made a profound and lasting impression upon me and through the close contact which is necessarily established in conferences of technicians, I was able to interchange some ideas in a friendly way and to suggest ways for a more comprehensive co-operation. On this journey, in detailed discussions with our contract partners, the Standard Oil, I laid, together with my close associate, Dr. Ringer, the first foundations for later agreements in the field of hydrocarbon synthesis and catalytic cracking.

Stimulated by many suggestions concerning researches and possibilities of development in new fields, we set about putting our ideas into realization. I considered it the task of my life, by contributing my modest knowledge and the experience I had gained, to develop all these problems economically, to improve them technically and to use them for the benefit of all nations. This I regarded as the deeper meaning of my work; the highest object of a technician and research worker is to build up and not to destroy.

My activities during the last war.

By the outbreak of war in 1939, this life's work of mine was

destroyed at one blow. With anxious concern I looked forward to the events of the war end, as a technician, I anticipated the consequences which this war must necessarily entail. We technicians were diverted from our real task, which was to research and develop, to contribute something new and to create values, to the field of pure production. The war economy with its demands on the industry, the construction of plants for production by existing processes, so as to have goods available in the required quantities, forced on to me new tasks, which had to be carried out in addition to my work at Leuna. When the war broke out, I had to take over the direction of the Economic Group Fuel Industry in an honorary capacity,, deputising for the former chief who was transferred to the Reich Ministry of Economy. In 1940, I was asked by the Stickstoff-Syndikat (Nitrogen Syndicate) on the demand of the Reich Ministry of Economy, to plan a new nitrogen plant at Linz, and to take over the chairmanship in the Aufsichtsrat (Supervisory Board) of this company. In the same year, I.G. was requested to erect a dehydration plant at Koosbierbaum, which also had to be planned and constructed under my supervision. Then the planning of a Methanol and Isoctane plant at Auschwitz was assigned to me as still another task. In addition to that, I had to look after a number of other small plants. Wherever the oil or nitrogen interests of Sparte I were involved in these constructions, I had to take over Aufsichtsrat (Supervisory Board) functions on behalf of I.G. Farbenindustrie, which I need not refer to here in detail, since they have already been stated in the document of the Prosecution concerning my posts.

In the field of science, I^e contributed various publications and lectures on physical chemistry and constitutional research in the mineral oil sector. I was a member of the Association of German Chemists and of the Kaiser-Wilhelm Gesellschaft fuer Naturforscher (Kaiser Wilhelm Society of Physicists). In 1938, I was appointed a member of "Leopoldina Halle", Academy of Physicists.

Nuernberg, 12 February 1948

signed: Dr. Heinrich BueteFisch
(Dr. Hseinrich BueteFisch)

I herewith certify the above signature, affixed before me, Dr. Hans Flaechsner, Attorney at Law, by Dr. Heinrich BUETE FISC H, at present in the prison of the Court in Nuremberg, and who is known to me in person.

Nuremberg, 12 February 1948

signed: Dr. Hans Flaechsner
(Dr. Hans Flaechsner)

The true and correct copy of the above document is herewith certified.

Nuremberg, 12 February 1948

signed: Dr. Hans Flaechsner
Attorney at Law.

Affidavit.

I, Dr.-Ing. Carl Rumscheidt, resident at Dortmund, Arndtstrasse 60, have been warned that I shall be liable to punishment for making a false statement. I, herewith, declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice at Nuerenberg, Germany.

From the year 1931, Dr. Bustefisch was the technical manager of the Leuna Works. I myself was at the time - from 1928 - employed at the Leuna Works, being occupied from 1933 to 1945 as technical department chief, and I know that and to what extent Dr. Bustefisch especially promoted there the extension in the manufacturing of new fertilizers. He gave his main attention to the development of the hydrogenation and to plants for organic chemicals. The plant was organized in such a way that Dr. Bustefisch was not concerned with problems of procurement of labor, but was only competent for technical matters. Besides, Dr. Bustefisch was also representative of Sparte I at the Stickstoff-syndikat and he was representative of the I.G. in the Economic Group Motor Fuels of which he was deputy chief from the outbreak of the war. The production of the Leuna Works before the war was exclusively directed to economic consumption. The main products were nitrogen fertilizer for agricultural uses, technical nitrogen as preliminary product for the chemical industry, methanol for the plastics and motor fuel sectors, methylemine for the solvent industry and detergents, organic products for the artificial fibres industry, and gasoline for the economy and for aeronautics. All these products served the peace time economy. There was never any talk on the part of the management or Dr. Bustefisch in the many technical conferences which I attended of any war or still less aggressive war intentions on the part of the government.

In the contrary, the work on the development and the extension of production plants lies entirely in the field of peace time productions. The building up and the extension of the organic productions alone - manufacturing of artificial fibres and detergents from 1937 - required such a tremendous amount of construction material and labor that there was no room left for the establishment of war productions.

We were all surprised when war broke out. This is not altered by the fact that by order of the authorities so-called Mob (mobilisation) plans had to be drawn up from the year 1936. This concerned the whole German industry in general and was the practice in all European countries.

A series of new plants was constructed, or started during the war by the I.G. on the order of the authorities, such as e.g. Waldenburg, Heydebrock, Moosbierbaum and Auschwitz through Sperte I. Special Betriebsfuehrer or construction managers respectively were appointed for these factories. The whole planning was carried out by the Sperte I, and all the departments of the mother plants Oppau and Leuna were used in this connection, so that the department chiefs or directors concerned had to take part in the construction of these factories. Dr. Mueller-Conradi headed the general central planning of the plants Waldenburg and Heydebrock, while Dr. Buotefisch was in charge of it for the plants Moosbierbaum and Auschwitz, so far as Sperte I was concerned with it.

Dr. Buotefisch was responsible for nitrogen questions outside of the I.G. plants proper. It was in this character that Dr. Buotefisch invited the representative of the French nitrogen industry General Manager Lelong in July 1942 to come to Leuna, in order to discuss with him the possibilities of technical assistance by the I.G. This subsequently took place up to 1944 in the most generous and unselfish way and without any return service, and the nitrogen industry in Belgium

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and the Netherlands also benefited from it.

As to Dr. Bustefisch personally, I can state that he was guided in all his actions and his work exclusively by purely technical and economic viewpoints. I was never able to establish that he took part in any way in party politics. Both in Leuna, the permanent residence of Dr. Bustefisch, and in Berlin, where he worked frequently for the Economic Group Motor Fuels and for the Stickstoffsyndikat he was generally considered^{by} all his collaborators as entirely without any political allegiance.

I never saw Dr. Bustefisch in uniform or with any badge. I therefore, am not in a position to say whether he was a party member or belonged to any party formation.

Dortmund, 15 January 1948.

signed: C. Rumscheidt

Rubber stamp and two other stamps:

City of Dortmund

The authenticity of the signature is certified.

Dortmund, 16 January 1948

The Oberstadtdirektor

signed: Signature

This is a literal copy of the document Bue 78.

Muenberg, 9 February 1948

Signed: Dr. Hans Flaechener

(DR. HANS FLAENCHNER)

Affidavit.

I, Dr. Hans Kaeding, born on 2 August 1905, residing at Krefeld-Uerdingen, Duesseldorferstrasse 24, have been warned that I shall be liable to punishment for making a false statement. I, herewith, declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice at Nuernberg, Germany.

1) From the September of 1934 on I was active in the Leuna Works.

I worked first as a chemist at the experimental station, afterwards as plant manager of various installations, and finally on the synthesis of ammonia. I was assigned to the administration at the beginning of 1941, actually to the economic control department (Wirtschaftlichkeitspruefung). In May 1944 I went on to the staff of the plant management, and was in charge of problems concerning the reconstruction of the Leuna Works after the bombing attacks which started at that time.

2) I got to know Dr. Buetevisch immediately I entered the Leuna

Works. At that time he was Production Manager of the plant, and this in addition to his activity outside the plant, which mainly concerned the nitrogen field. At that time Dr. v. Staden had already been brought in to assist him. Starting in 1935, the plant management consisted of the manager of the whole plant, Dr. Schneider, Dr. Buetevisch, who was in charge of the technical management of the plant, Dr. v. Staden, who managed the production shops, finally Dr. Strombeck, who took care of the machines and work shops. Moreover there was Dr. Sauer who was stationed at Leuna. He was first engineer

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of Sparte I, and in that capacity not only Leuna, but the Oppau plant was under him.

3) Dr. Buetevisch concerned himself with technical details, in so far as they belonged to his working sphere. During the first years of my stay in Leuna he visited the individual departments in the plant at regular intervals. On those occasions he discussed the individual technical problems and the tasks set. I myself became acquainted with Dr. Buetevisch from the very beginning of my activity in Leuna, as he was particularly interested in the experimental station with its manifold problems. Dr. Buetevisch devoted himself particularly to the development of hydrogenation, and the plants connected with it. This is a sphere of activity which alone would have demanded a man's whole energy. But this was only a fraction of his activity. Generally speaking, therefore, it was only possible during these years to keep Dr. Buetevisch informed about the various problems by giving him short and concise reports, without being able to discuss details. He had to content himself with giving general directives, according to which we had to proceed under Dr. v. Staden's direction. Thus I had many opportunities of learning to appreciate Dr. Buetevisch's great ability to grasp quickly the essentials of a problem and to outline the difficulties in a precise manner. This is a rare attitude which I have met only in very few people; perhaps the only man who possessed it to this degree is Fritz Haber, winner of the Nobel Prize.

- 4) Outstanding among the products which were turned out in Leuna during the war was motor fuel, the production of which was greatly expanded. For this purpose a plant was set up at Moosbierbaum where gasoline with an especially high octane number (Spezialhochleistungsbenzin) was produced from Roumanian oils. Dr. Buetevisch took a particular interest in this plant, the erection of which was directed from Leuna. He visited it in all stages of construction and production. Moreover, a so-called Leuna Section was attached to the Buna plant at Auschwitz, planned by Sparte II. It was here that it was first proposed to carry out the so-called synol synthesis. Thus Auschwitz became a joint undertaking of Sparte I and II. However, Dr. Buetevisch's activity as far as Auschwitz was concerned was really limited to keeping himself informed as to the progress of the building and of the technical installations, and to advise on questions of technical planning. Dr. v. Steden, his deputy, was responsible for carrying out the details. Dr. Buetevisch had nothing to do with details in Auschwitz. This was not even possible in view of the excessive amount of work which Dr. Buetevisch had to do in his Berlin offices. Moreover, I would draw attention to the fact that Dr. Buetevisch was ill for several months in the summer of 1940 and that he lost an eye in the course of this illness. This illness also diminished his capacity for work until some time in 1941.

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5) Dr. Buotefisch dealt mainly with technical and development problems. General plant administrative work and labor questions did not belong to his sphere of activity. Moreover, there were, especially at Leuna, excellent people with many years of experience in this work. Besides, these matters were the concern of the plant manager Dr. Schneider who in the ordinary way did not concern himself with technical details, and less than ever during the war. All the same, Dr. Buotefisch always kept himself informed in a general way about the working and living conditions of the staff, particularly in the case of the large construction projects under his charge.

Although I was with him a good deal, I never observed that Dr. Buotefisch engaged in any political activity or heard him say anything that could be interpreted to mean that he was definitely not opposed to the Third Reich. At the outset he encountered a number of difficulties because he was a Freemason. To my knowledge he did not become a member of the party until late, some time in 1938 or 1939. He never wore the party badge, however. He was absolutely disinterested in politics. This is proved by the fact that he was appalled by the outbreak of the war, especially as he was in a position to know from his special work in the field of motor fuel that we

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Document Dr. Buetevisch No. 284

Exhibit No.

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were in no way prepared for a war. I learned by chance in the summer of 1944 that Dr. Buetevisch held an honorary rank in the SS. I considered this impossible, and I never saw him in uniform.

Nuernberg, 24 February 1948

Signed Dr. Hans Kaeding

(Dr. Hans Kaeding)

I herewith certify that the above signature, made in my presence, is that of Dr. Hans Kaeding, residing ^{at} Uerdingen, Duesseldorferstrasse 24.

Nuernberg, 24 February 1948

Signed Dr. Kurt Hartmann

(Dr. Kurt Hartmann)

Assistant Defense Counsel

In Case VI

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FRIEDRICH UHDE

(21b) Bochum-Gertho, 9 January
1948
Boovinghauser Hellweg 246

Affidavit

I, Friedrich Uhde, residing in Bochum-Gertho, Boovinghauser Hellweg 246, have been warned that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and was made in order to be presented in evidence to the Military Tribunal in Nuernberg, Germany.

I have known Dr. Bactofisch since 1934. We had at one time purely technical differences, which were submitted at my request to the Fuehrer's Plenipotentiary for Economic Matters, Herr Keppler. On that occasion, I learned to know the hostile attitude of Herr Keppler towards the I.G. I must all the more appreciate it that Dr. Bactofisch brought about a solution of the disagreement concerning technical problems, which had existed between me and my firm on the one hand and him on the other hand. This solution was extremely fair and facilitated a further close collaboration between I.G. and my firm.

During the following years, I continuously maintained business and even personal relations with Dr. Bactofisch. I know his political attitude and opinions because we often discussed at length the economic conditions in Germany. I know that Dr. Bactofisch was always and has remained a typical exponent of free enterprise. He always endeavored to maintain contact with foreign countries, which is essential for a sound development of world economy.

In this respect he was, to a certain extent, opposed to the national-socialist tendencies, which from year to year pressed for a more self-sufficient economy, being at the same time aware, however, that the expansion of national industries throughout Europe would necessarily also include the German economy to a considerable extent. I can state with certainty from our frequent discussions, that Dr. Buctofisch never expected war to break out, and definitely not an aggressive war. He was a technician and he devoted himself to plans regarding construction rather than to plans dealing with destruction, which every war must of necessity bring with it.

I still recall the following episode:

In the days of the great political tension prevailing before the invasion of the Sudetenland by German troops, Dr. Buctofisch urgently requested me by telephone one afternoon to come to Berlin for a conference with him at 8.30 in the morning. In this telephone conversation, Dr. Buctofisch expressed his great concern that war might result from the occupation of the Sudetenland. Subsequently to this telephone conversation with Berlin, I was called up by a business friend in London. He told me among other things that Chamberlain, according to what he had heard, intended to meet Hitler in Germany. Then, on the next morning, I told Herr Dr. Buctofisch of our conversation, he could hardly control himself for joy and made approximately the following statement: "Thank God, war will be prevented now and peace will be preserved."

I also recall that, when we met shortly after

the outbreak of war, Herr Dr. Bactofisch voiced his indignation and regretted that the first successful start of technical work would be ruthlessly interrupted and destroyed by war. Dr. Bactofisch, in view of his great experience in the fields of nitrogen and hydrogenation, was often consulted by many people. However, in giving his technical advice he never connected it with the idea of making Germany strong enough for preparation for war or for aggressive war. He was as pleased with technical progress abroad, as with German successes, and it is remarkable that he never expressed any envy or jealousy towards other industries whose field of activity was the same as his own. On the contrary, he aided them wherever he could, following the principle that he could serve the public best in healthy mutual competition.

During the war, Dr. Bactofisch did his duty like any other decent German. Shortly after the outbreak of war, he once said to me: "If the technicians are permitted to stay at home while our countrymen are at the front, then it is our damned duty and obligation to work in order to help those who fight for us."

Up to the end of the war, I met Dr. Bactofisch at regular intervals and I know that he was never engaged in politics. He refrained from any political activity. He was fully absorbed by his work and would not have had any time to deal with any political questions. Dr. Bactofisch often expressed to me his concern over the fact

that leading National Socialist authorities compelled him to take measures with which he absolutely disagreed and which he considered unreasonable. He said he had not carried out some of these measures, and had had on this account some differences with the responsible government authorities. He also very frequently criticized severely the measures taken by governmental agencies. No German industrialists know, however, that such criticism was given little or no attention at all in an economy completely directed by the State. This was due to the fact that we were only given inadequate information on some of the events and were therefore unable to exercise any influence on the situation as a whole. Dr. Buotofisch's life was fully devoted to his work and to technical developments, research activities and their technical utilization. I know that in view of this extensive occupation he did not handle details in the field of labor allocation, which, however, does not exclude the fact, as I was able to ascertain on my visits with him to the works, that he was always concerned with the welfare of the employees and workers. He repeatedly enquired about the accommodation and the feeding of the personnel working in our large assemblage plants.

I had no previous knowledge whether Dr. Buotofisch had been a member of the National Socialist Party or of any of its affiliated organizations. His whole attitude, however, permitted a conclusion to the contrary. In any case I never saw him wearing any badges or any uniform. He absolutely rejected the idea of covering oneself with insignia. I know that Dr. Buotofisch

stands accused before the Military Tribunal of preparing for war, plunder and spoliation, and of crimes against humanity. I consider it absolutely absurd to reproach Dr. Buctofisch in this respect, because I have always known him as a decent man with a noble character.

I have made these statements in order to honor the truth.

Bochum-Gorthe, 9 January 1948

signed: Friedrich Uhde

The correctness of the signature is hereby certified:

Dortmund, 9 January 1948

The Oberstadtdirektor
By commission:
signed: Signature

2 stamps in the (L.S.)
value of RM 0.50 each

It is hereby certified that the above is a true and correct copy:

Nuremberg, 16 February 1948

signed: Dr. Hans Flacchsner,
Attorney-at-Law

A f f i d a v i t .

I, Dr. Friedrich H e n n i n g, born 19 July 1898, residing in Holzminden, Moltkestrasse 3, have first been warned that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and was made in order to be presented in evidence to the Military Tribunal in Nuremberg, Germany.

In my capacity as permanent assistant to and first co-worker with Herr Dr. Baetefisch during the years from 1931 up to and including 1941, I always accompanied him on his inspections in the Leuna works and attended the conferences of the technical department chiefs which took place under his chairmanship. In these meetings, only scientific technical matters were discussed. Production questions were discussed only from the exclusive view-point of economic requirements. From 1934 onwards, the demand of the industry in all our fields of production exceeded our production capacity and the expansion of our production was the result of these demands. In the course of these many meetings there was, to my recollection, never a word mentioned that an aggressive war was to be expected from Germany. Being sensible technicians such idea was far from our thoughts, and I assume with certainty that this was also the case with Dr. Baetefisch. The production plans or so-called mobilization plans of the works that were submitted by order of the Reich authorities from 1936 or 1937 onwards conformed with the general ruling for the entire industry which, in my opinion, was generally customary in Europe at that time. This, however, does not permit the positive conclusion that these countries entertained any intentions for war. These plans were therefore handled according to the usual office routine. At the outbreak of war,

production and expansion were ordered by the authorities. I furthermore know from my work with Dr. Buctofisch that, owing to his great experience in the field of hydrogenation, he was often called to the Raw Materials Staff and to the Foreign Exchange Staff in order to advise on technical matters. This service occurred sporadically and was purely honorary. I know that Dr. Buctofisch did not occupy any office in connection with these services. In view of the kind of relations existing between Dr. Buctofisch and these offices, I consider it impossible that he was affiliated with them or that he maintained regular contact with them.

Arising from this sporadic activity of Dr. Buctofisch I recall that, probably towards the end of 1936, he was ordered by Professor Krauch to take data, which I had to compile for this purpose, to the General Expert for the Four Year Plan, Keppler, in order to furnish information as to the propellant production planning of new hydrogenation plants which were being set up, and which had already entered into negotiations with I.G. for licence agreements.

Holzwinden, 16 January 1948

signed: Dr. Ing. Friedrich Henning

Document Roll No. 9 for 1948

The above signature of Herr Dr. Ing. Friedrich Henning of Holzwinden, affixed before me, is hereby certified.

Holzwinden, 17 January 1948

signed: Signature
Deputy for the Notary

over

Document Dr. Buotefisch No. 41
Exhibit No.....

Stamp: Richard Elincksoier
Notary in Holzwinden

Costs:

Value: R. 3,000.--

Fees pers. 26.39 5/20 Rf 4.--

signed: Signature
Deputy for the Notary

This is a true copy of Document Buotefisch No. 41.

Nuremberg, 6 February 1948

signed: Dr. Hans Flacchsner
(DR. HANS FLÄCHSNER)

AFFIDAVIT

I, Dr. Friedrich HENNING, born 19 July 1898, resident in Holz-
minden, Moltkestrasse 3, having been warned that I make myself liable
to punishment if I render a false affidavit, hereby declare on oath
that my statement is in accordance with the truth and is made in or-
der to be produced as evidence before the Military Tribunal in
Nuremberg, Germany.

I entered the Leuna Works as a chemist in 1928. About 1931, I
became assistant to Dr. BueteFisch, with whom I worked until the
collapse. During the years 1931 to 1941, it was my duty to assist Dr.
BueteFisch as technical head of the Leuna Works. At the end of 1941,
the Sparte I of the I.G. Farbenindustrie, through Dr. BueteFisch,
entrusted me with the management (Betriebsfuehrung) of the Moosbier-
baum Works and the Planning section for the Mineral oil plants.

By reason of my joint work with Dr. BueteFisch, I am able to give
extensive information concerning the nature of his activity. In Leuna,
together with Dr. Behnel and Dr. Schneider, he had, since 1931, the
technical management of the Leuna Works, whereby the scope of his
duties extended to all questions of manufacture, research and develop-
ment and, furthermore, to the organizational consolidation of the
technical interests belonging thereto. Besides his activity in Leuna,
Dr. BueteFisch was delegated as member of the Aufsichtsrat or Vorstand
to the companies concerned, wherever the interests of the I.G. Farben-
industrie in the field of manufacture of Sparte I outside of the Kon-
zern needed to be represented. According to my recollection, he was
advisory counsel (Beirat) in the Nitrogen Syndicate, as well as in
the Economic Group Fuel Industry, of which he took over the official
(kommissarische) management during the war, besides being manager of
the Works Combine (Arbeitsgemeinschaft) for hydrogenation, synthesis
and low temperature carbonization, affiliated to this Economic Group.

He belonged to the Vorstand of the Braunkohlebenzin A.G. as technical adviser, and he was also, among other things, on various Aufsichtsrats for the I.G. Farbenindustrie, such as, for instance, on the Stickstoffwerke Linz, the Hydrierwerk Poelitz, the Bayerische Stickstoffwerke and the Fuerstengruben G.m.b.H.

The sphere of work of Dr. BueteFisch was so comprehensive, that he was unable to concern himself with questions of detail and he was only acquainted in broad outline with matters appertaining to labor allocation and social welfare. In the Leuna Works, there were special departments for dealing with these questions which were subordinate to Dr. Schneider, as leader of the works.

In 1940, I was included by Dr. BueteFisch as expert for low temperature coal carbonization in the negotiations of the I.G. Farbenindustrie concerning the acquisition of coal in Eastern Upper Silesia. For these negotiations, the I.G. Farbenindustrie appointed a commission under the leadership of Director Scharf of the I.G. Bergwerke, who was asked by Dr. BueteFisch, on account of his state of health, to represent him. Bergwerksdirektor Lehmann, Direktor Lennartz and Bergassessor Stein also belonged to this commission. The negotiations led at the beginning of 1941 to an agreement with the Fuerstl. Fless'schen Bergwerke A.G., whereby the I.G. took a 51% participation in the Fuerstengrube. The negotiations with the Fless'schen Bergwerk A.G. were, according to my observation, conducted on a purely economic basis in the friendliest manner. From various remarks of Generaldirektor Falkenhahn, of the Fuerstl. Fless'schen administration, I gathered that the latter was short of money and a participation by I.G. Farbenindustrie was therefore of great importance to it.

In 1940, an order was placed with the Ammoniakwerk Leseburg G.m.b.H., Leunawerke, through the General Plenipotentiary Chemistry, to erect a plant for the dehydrogenation of mineral oil gasoline in the Southeastern area for the Luftwaffe. As I learned later,

this was originally intended to be located at the small gasoline refinery in Korneuburg near Vienna. As, however, this territory was found not to be adequate or sufficiently above high water, the plant was built on the more favorable land at Moosbierbaum with dependence on the plant of the Donau Chemie. The Ammoniakwerk Lärseburg G.m.b.H. leased for the purpose a suitable area from the Donau Chemie and concluded with it a plant management agreement (Betriebsführungsvertrag), under which the Donau Chemie provided the personnel for the works, as well as, at first, power, workshops and roads.

Dr. Bueteufisch supervised the planning of the mineral oil plants in Moosbierbaum. He concerned himself with the technical and expedient carrying out of the production and issued the appropriate directions; the necessary program for new construction had also to go through him for submission to Sparte I, in order later to receive the approval of the Technical Committee (Tee) and the Vorstand of the I.G.; he had, however, nothing to do with the actual works management (Betriebsführung), nor with the labor allocation or the social welfare questions.

I know from several discussions which Dr. Bueteufisch had with me that he was entrusted in the same manner with the planning of the mineral oil part of Sparte I in Auschwitz, as this presented an analogous case in technical respects.

In my years of joint work with Dr. Bueteufisch, I know of no actions or measures taken by him that could have indicated a national-socialist attitude. In particular, I have never observed that any subordinate of his was ever made to suffer for non-adherence to the Party or its affiliations. I myself did not belong to the Party or to any of its affiliations and could quite openly let Dr. Bueteufisch know of my rejection of the Party, as he respected and esteemed free expression of opinion in everybody and valued a person only according to his capability and human qualities. So far as I am aware, Dr. Bueteufisch

did not belong to the Party until 1938 and, as I assume, only joined it then on grounds of expediency. According to my observation, his general attitude and his opinions, which, in my judgment, were very far from the national-socialist ideals, underwent no change as a result of his membership of the Party.

Holzminden, 17 January 1948

Signed: Dr. Ing. Friedrich HENNING

Archives Roll No. 9 for 1948.

The above signature of Dr. Ing. Friedrich Henning of Holzminden, affixed before me, is hereby certified.

Holzminden, 17 January 1948

Signed: Signature
Deputy Notary

Stamp: Richard Vinckmeier
Notary of Holzminden

Bill of Costs

Value: RM 3,000.--
Fee Pars. 26, 39, 5/20 RM 4.--

Signed: Signature
Deputy Notary

This is a true and correct copy of
Document Bue 176.

Nuremberg, 18 February 1948

Signed: Dr. Hans Flechsner
(DR. HANS FLECHSNER)

Dr. Ing. Hans Sauer.

Kronberg/Ts., 13 October 1947
Schillerstrasse 6

AFFIDAVIT

I, Dr. Ing. Hans SAUER, of Kronberg in Taunus, Schillerstrasse 6, having been warned that if I make a false affidavit, I shall render myself liable to punishment, hereby declare on oath that my statement is in accordance with the truth and is made in order to be laid as evidence before the Military Tribunal VI in the Palace of Justice, Nuremberg, Germany.

I have known Dr. Heinrich Buotefisch since his entry as works chemist into the Leuna Werke, about 1922. Dr. Buotefisch very soon became Betriebsfuhrer of the Ammonia plant and production leader of the whole works, and, furthermore, comprehensive tasks for the I.G., the Nitrogen Syndicate and the Economic Group Fuels often occupied him outside in the interests of the Works and the I.G. I myself was first-engineer of the Leuna Werke and therefore worked together with Dr. Buotefisch during all the years up to the end of the war.

The Leuna Werke, continually growing in size as it did during the course of the years, brought unexpected difficulties in many respects, and above all in the transportation of the necessary labor, the accommodation for the workers becoming of necessity more and more distant from the works. The Works management therefore wished, after the economic crisis, to set an absolute limit of a personnel of 12,000 men. In deliberate withdrawal from further mass production, only those products were to be undertaken which were developed in scientific research in the Leuna Werke, such as, for example, basic and auxiliary materials for soap and fibre production. Nevertheless, in the upward swing of the economy, it was not possible to avoid the demands of the Reich agencies for considerable extensions and affiliations, and the Works were

constantly overwhelmed with a highly burdensome and often scarcely answerable series of questionnaires. Dr. Buetevisch endeavoured through his activity in Berlin to effect some arrangement in the interests of a sound development of the Works. It is entirely out of the question that anybody in the Works Management could have been thinking in this connection of preparations for war, as we had all planned our products within the framework of the economic demand. I still remember the despairing resignation with which Dr. Buetevisch received the news of the unleashing of the war, on which occasion I happened to be present.

In the violent expansion which the war now imposed on the Works, the procurement of brown coal offered a new insuperable obstacle, and therefore, any further expansion being impossible at Leuna, a required extension of our carbohydrate-synthesis plant, which had to be carried out on the demand of the Reich agency, was finally removed to Auschwitz, in dependence on the Buna Works already begun there. I myself, as first-engineer of Sparte I, frequently took part in the building conferences and during the construction period was often in Auschwitz, in order to check the technical machinery work and the assemblage. On the building site, which was managed by the Betriebsfuehrer Dr. Duerrfeld, whom I had already in Leuna particularly esteemed for his human qualities, I always found proper conditions. The workers assigned there, whether Germans, foreign workers or prisoners, were respectably and fairly treated, of which I was especially able to convince myself on a visit to an electrical training workshop for prisoners. I had never heard of mistreatments or even rumours of the events which, as has since become known, allegedly happened in the Auschwitz concentration camp, which was situated several kilometers distant from the works. Dr. Duerrfeld was constantly concerned expressly to improve the welfare conditions on the site and in this respect,

from what I saw there, his achievements were probably exemplary.

After my visits to Auschwitz, I usually talked with Dr. Bueteifisch, concerning the building site, and our discussions were principally about technical matters. I never had occasion to report to him regarding any excesses of authority or other events which would have called for any change. Although Dr. Bueteifisch supervised the general planning of the works for Sparte I, he seldom, owing to the other heavy claims on his time, took part in the building conferences in Auschwitz, and for the same reason, only rarely visited the Auschwitz plant, leaving Dr. v. Staden, the production manager of the Leuna Works, to represent him in all these matters, and always relying on the reports of the other gentlemen of the Leuna works, who visited the Auschwitz works as departmental managers.

Sd. Hans Sauer
(Dr. Ing. Hans Sauer)

I certify that Dr. Ing. Hans SAUER today affixed the above signature with his own hand before me.

Kronberg/Taunus, 13 October 1947.

Sd. Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

Assistant Defense Counsel in Case VI

This is a true copy of the Document Bue 173.

Nuremberg, 18 February 1948.

Sd. Dr. Hans Flaechsner
(DR. HANS FLAECBSNER)

AFFIDAVIT

I, Dr. Ing. Georg KNUTH, born 24 August 1894 in Hamburg, residing in Hamburg, Wellingsbuettel, Up de Worth 24, have been warned that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and was made in order to be presented as evidence to the Military Tribunal at the Palace of Justice, Nuremberg, Germany.

1. I am a patent lawyer in Hamburg. As preparation for this profession I studied at the Technical College in Hannover, where in 1921 the Doktor-Ing. degree was conferred upon me. I then studied law at the Hanseatic University in Hamburg and in 1931 qualified as a patent lawyer. As of that year I was listed in the patent lawyers' register. In 1945 I was approved by the Hamburg Military Government as patent lawyer.
2. Herr Dr. Heinrich BUETEVISCH has been known to me since our school days, i.e. since 1908-1909. We studied together at the Technical College in Hannover and maintained close relations up to the end of the war in 1945. Our families were on friendly terms. Even while studying chemistry at Hannover, Dr. Buetevisch proved to be a chemist far above the average. He completed his studies in a very short time, and despite the great unemployment prevailing in 1920, he was immediately given a job as a chemist and physicist with the Badische Anilin- und Sodafabrik at Ludwigshafen, from where he was transferred after a short time to the Leuna Works. There also, Dr. Buetevisch by his diligent and successful work in physical chemistry, advanced rapidly. In a few years he was already the manager of the important plant, the nitrogen factory. Soon thereafter

he was appointed as a member of the works management and in 1931 became the technical director of the Leuna Works, which, at that time, meant an unusual career.

This career of Dr. Bueteufisch, which had reached its climax long before the National Socialist regime started, was exclusively due to his special achievements in his sphere of work and to his outstanding efficiency in his profession. Dr. Bueteufisch, at that time, often expressed to me his views on the technical and economic aspects, which were the standpoint from which he regarded his work. He considered as his life task the development of synthetic processes from coal. It is known far beyond his own sphere of work that he achieved great merit in the technical development of the nitrogen synthesis, in the hydrogenation of coal, in the synthetic production of alcohols and in the production of preliminary products for the most varied synthesis processes for artificial substances, and was considered one of the highest experts in this line.

His political views were guided absolutely by these professional trends of thought. He declined on principle all programs dealing purely with party politics. He regarded things too much from a standpoint of objectivity and calm reasoning to be enthusiastic about principles dealing with party politics only. I remember that shortly before Hitler assumed power, he told me that National Socialism, undoubtedly, still held many dangers, and on principle expressed the opinion that he considered any such revolution would be harmful, a conception which again showed how his calm consideration of events was guided by economic reasoning.

3. I met Dr. Bueteufisch many times, and on one occasion in the spring of 1939, in the Hotel Adlon in Berlin where he used to stay over

night, he told me that he had joined the NSDAP. Up to that time he had refrained from joining, but, as a non-Party member, he would not have been able to maintain his position in the works but would have been gradually pushed out. He told me he envied me for my independent position, where, in his opinion, such considerations did not play any part. At first, I was surprised that Dr. Bueteufisch had joined the Party, but at that time I could understand his reasons very well. As a patent lawyer I dealt with numerous industrial undertakings and it was on these occasions particularly that I heard similar statements repeated by leading officials. They told me they would otherwise not be able to handle the workers because they would not be in a position to stand up to the representatives of the Labor Front with the necessary firmness. I know that many industrialists decided to take this step lest the management of their undertakings would be turned over to Party members only. Under these circumstances, it was a matter of course for a man like Dr. Bueteufisch, who was fully absorbed by his work and was no politician, not to refuse any longer to join the Party.

4. This step did not change the real attitude and opinions of Dr. Bueteufisch. We often frankly discussed political questions during the time of the National Socialist regime in a manner which would have involved danger to one's life unless the discussions took place with good friends. As a result of these conversations, I know for sure that Dr. Bueteufisch took all the time an extremely critical attitude towards the National Socialist regime and was on principle opposed to certain methods. He was a pronounced supporter of free enterprise, an exponent of progressive ideas, and consequently was in favor of a liberal exchange of ideas with experts of other nations. He often told me how difficult it was to follow this line under the National Socialist regime; nevertheless, he himself would adhere to this principle with all the means at his disposal. His factual attitude and his technical and economic aims were

so far from the National Socialist ideology that he could never feel any close sympathy for it. I know that he never rated or esteemed his co-workers and former subordinates according to race, religion or political opinion. He paid attention only to the efficiency of a person. He helped political persecutees, stood up for his employees and was therefore respected and esteemed by all his co-workers.

I also know, as a result of my acquaintance with Dr. Buetevisch for many years, that he always objected to racial, political and religious persecution.

5. Dr. Buetevisch always expressed severe criticism in dealing with the authorities whenever he feared that the liberal development of technology and science was impaired by intervention of the Party. I know, for example, that he actively supported scientific associations, which National Socialism tried to suppress. He was a sponsor of colleges and made personal contributions. Dr. Buetevisch was, among other things, a member of the Kaiser-Wilhelm Foundation and was appointed member of the Academy of Science, (Akademie fuer Wissenschaft), (Leopoldine-Halle).
6. He never feared that Hitler would have the serious intention to start a war. In our numerous conversations on the dangers and disorders caused by National Socialism, there was never any mention of an "aggressive war", neither by myself nor by any other participants in these conversations. At the above mentioned meeting in the Hotel Adlon in Berlin in spring 1939, Dr. Buetevisch expressed his concern regarding the rough and seemingly violent methods which Hitler had demonstrated at the time of the occupation of the Sudetenland and Czechoslovakia. He shared my conviction that this was a bluff, typical of the Nazis, and

he hoped that there would be men capable of keeping Hitler back from such dangerous experiments and that foreign countries, too, would not any longer support Hitler's methods, but reject them.

When, contrary to all reasonable expectations, war at last had broken out, Dr. Bueteufisch, like any other citizen of a country at war, fulfilled his duties towards his fatherland. As a result of our numerous meetings I know that an ever increasing amount of work was imposed on Dr. Bueteufisch and that he was extremely overburdened. His abilities in the technical field were called upon not only by his own firm, but also by the responsible State authorities. A man like Dr. Bueteufisch could not decline such requests. Consequently, he came, of necessity, into contact with many State and Party agencies. In the course of time he received many "honors and decorations" which, however, left little impression on Dr. Bueteufisch, owing to his sober disposition.

7. It is only now that I learn that a rank in the SS was conferred upon Dr. Bueteufisch. Despite my close and continuous connection with Dr. Bueteufisch, this fact was unknown to me hitherto. This state of affairs may appear strange, but can be probably understood if the abnormal conditions prevailing during the National Socialist era are taken into consideration. Men of industry and technology who, in their professions, were compelled to meet so-called top-level Party men, often could not avoid the acceptance ^{of} such appointments. It is also understandable that they did not reject such honors, so as to have, on the other hand, the opportunity, as far as was within their power, to spread sensible ideas also in these circles, and not entirely break up all connections. Only in this sense did Dr. Bueteufisch, in my opinion, accept this honor and I must emphasize that I have never seen Dr. Bueteufisch wearing an SS-badge or even a uniform

and I cannot imagine that he ever wore one.

8. In conclusion I should like to mention that I was never a member of the NSDAP or any of its affiliated organizations. As a radical opponent of National Socialism I was often warned during this regime that steps would be taken by the State against me, and I suffered much harm in professional and personal respects. I am adding these remarks only in order to make it clear that I would not be willing to excuse deeds of the Nazis or to go so far as to cover exponents of Nazism, but have made the above statements only in the interests of truth and justice.

Hamburg-Wellingsbuettel,

signed: Dr. Georg Knoth
(Dr. Georg Knoth)

Document Roll No. 2854/1947

I, Notary Dr. Gustav Muhle in Hamburg, hereby certify the above signature of Herr Dr. Ing. Georg KNOTH, patent lawyer -----
residing in Hamburg-Wellingsbuettel, Up de Worth 24, known to me personally, which was affixed before me. -----

Hamburg, 29 December 1947

signed: Dr. Gustav Muhle

Estimated value: RM 1,000.--

Fees pers. 26, 39 Reich Costs Ordinance	RM 2.--
Turn-over tax	" -.06
	<u>RM 2,06</u>

Seal:
Dr. Gustav Muhle
Notary in Hamburg

The Notary
signed: Muhle

This is a true copy of the

Document Bue 202.

Nuernberg, 19 February 1948

signed: Dr. Hans Flaechsner
(DR. HANS FLAECBSNER)

AFFIDAVIT

I, Hermann Fritz Ruther, domiciled in Schoenstein No. 32 ueber Treysa, Bez. Kassel, at present in Erlangen, have had my attention drawn to the fact that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement corresponds to the truth, and that it is being made in order to be presented as evidence before the Military Tribunal in Nuernberg, Germany.

1. I was born on 7 November 1897 in Annaberg/Erzgebirge. From 1927 to 1946 I was employed in the Leunawerk of the I.G. Farbenindustrie, from where I was drafted for military service as a reserve officer from 1942-1945. In the Leunawerk I was employed in the office of the management, and in the course of years actually became deputy office chief of the Administration Office. Later I also deputized for Dr. Heinrich Buetefisch's secretary, Seiler.

As a result of this official position of mine I am well acquainted with Dr. Buetefisch in person.

2. Dr. Buetefisch was, jointly with Dr. Christian Schneider, Technical Manager of the Leunawerk. He was in particular the outstanding expert in the sphere of benzine hydrogenation, and for this reason official quarters, especially the Reich Office for Economic Reconstruction, as well as interested firms, were accustomed to consult him as a first class expert on questions concerning benzine hydrogenation and its development. The work of Dr. Buetefisch, his thoughts, and the measures he took were completely governed by his technical duties and ideas. For him everything came second to his interests in the technical and scientific field.

3. Leunawerk matters which were not of a technical or scientific nature did not belong to Dr. BueteFisch's sphere of work. In particular he never concerned himself with matters concerning workmen and employees, or with other questions connected with staff recruitment. He had nothing to do with placement and dismissals.

As far as so-called mobilization matters were concerned, there was nothing during my activity in Leuna to show that Dr. BueteFisch co-operated in these matters.

4. As far as I could see, Dr. BueteFisch kept as much as possible out of the politics of the day. His technical and professional bent made him fundamentally disinclined to participate in party politics, and this was so before, as much as after 1933.

In my opinion and that of my colleagues, Dr. BueteFisch was not a National Socialist. He kept as far away as possible from the NSDAP and its activities. His earlier membership of a Freemason's Lodge may have had something to do with this. I know of his lodge membership from an acquaintance of mine, Bank Director Walter Schulze of Halle, who was himself a leading member of the Freemason's Lodge in question. Outwardly he showed his negative attitude to National Socialism by the ironical remarks he used to make in the office on National Socialist affairs in the factory or on National Socialist functionaries like the sectional manager.

Dr. BueteFisch was always tolerant and generous towards his colleagues and subordinates,

especially in political matters. He attached importance to excellence in the technical field, but did not bother about political views. He attached no importance at all to whether his colleagues belonged to the NSDAP or its organizations. The result was, that as far as I know, none of the members of the offices subordinate to him were even Party members. His secretary, Herr Seiler, passed for a social democrat. Dr. Bueteifisch nevertheless supported him in every way.

5. Dr. Bueteifisch was a supporter of technical progress and reasonable economic development, especially in the field of benzine hydrogenation. I had the impression that he was definitely averse to military adventures. I do not think that in the course of his work, Dr. Bueteifisch thought of a war of aggression or would have wanted to promote one in any way. In any case, we were of the general opinion in the Leunawerk at that time that no unleashing of a war of aggression was to be expected from Germany, but that the arrogant attitude of National Socialism would rather cause the foreign powers to take military action against Germany.

Erlangen, 5 October 1947

signed: Hermann Fritz Ruther
(Hermann Fritz Ruther)

I herewith certify the above signature of Hermann Fritz Ruther, at present at the Erlangen University Clinic, whose identity was proved to me by an official of the Erlangen University Clinic. The signature

Document Dr. Buetefisch No. 233
Exhibit No.

was appended personally in my presence.

Erlangen, 5 October 1947.

signed: Dr. Heinz Reintges
(Dr. Heinz Reintges)

Attorney

* * * *

Certified to be a true and literal copy of the above document.

Nuernberg, 16 February 1948

signed: Dr. Hans Flaechsner

Attorney

AFFIDAVIT

I, Otto Max GERSTEN, Louna, Kreis Merseburg, Bayernring 22, have had my attention drawn to the fact that I shall render myself liable to punishment if I make a false affidavit. I declare on oath that my statement corresponds to the truth, and is being made in order to be presented as evidence before Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

I was born on 22 November 1882 in Lommatsch (Land Sachsen). From 1902-1917 I was employed at the I.G. Farbenindustrie, Ludwigshafen, and from 1917 to the present time I have been working at the Leuna-Werk where for some time I have been chief foreman (Obermeister).

Dr. Heinrich Buetafisch whom I have known personally since 1920 was my superior at that time in the Ammonia factory, and in the course of time became a member of the factory management. As Betriebsleiter and later as Technical Director of the plant he was popular both with sectional chiefs as well as workers on account of his direct and open ways. He always kept up the old hearty relationship with his workmen in the plant.

When in 1933 the National Socialist Party pursued the policy of co-ordination (Gleichschaltung) of all associations, including our Gymnastic Association, Dr. Buetafisch protected us against this and prevented co-ordination for as long as it was at all possible. Later on under National Socialism too, I observed that he allowed himself to be directed by humane and impartial considerations, not by party politics. For example, he never bothered to find out whether a member of the plant was a Party member or not. On the contrary, he helped each of us when we were in trouble, or in danger, regardless of our political views. Political persecutees could also count on his help,

as I know from many instances. All these facts which I have confirmed in the course of decades show that his character and way of acting were not that of a National Socialist.

Of the fact that Dr. Bustofisch is supposed to have had an SS rank I know nothing. I never saw any recognizable indication of this.

Leuna, 8 November 1947

signed: Max Gerston

I, Dr. Heinz Raintgos, Attorney, at the moment in Nuernberg, herewith certify and witness the above personal signature of Herr Otto Max Gerston, Leuna, Kreis Muerseburg, Bayernring 22, who signed in my presence.

Leuna, 8 November 1947

signed: Dr. Heinz Raintgos

Attorney

This is a literal copy of Document Bue 138.

Nuernberg, 17 February 1948.

signed: Dr. Hans Flechsner
(DR. HANS FLECHSNER)

Affidavit

I, Otto D I E T Z E L , Leuna, District Merseburg, Rudolf-Breitschoidtstrasse 15, have been duly advised that I shall render myself liable to punishment by making a false statement. I declare on oath that my statement is true and was made in order to be submitted as evidence to Military Tribunal VI, Palace of Justice, Nuernberg, Germany.

Since 1918, I have been employed at the Leuna Works, first as skilled workman (Facharbeiter) and later as foreman (Meister) and chief foreman (Obermeister). I have known Dr. BUETEFISCH well since 1920. At that date, he entered the Ammonia plant of the Leuna works as assistant plant manager (Betriebsassistent), and I initiated him into the workings of the plant. After some time, he became plant manager of the ammonia plant. Foremen and workers quickly came to know him and to esteem him both because of his friendly nature and because there was no work in the plant with which he hesitated to lend a hand. He was never absent when technical breakdowns occurred in the plant and set a fine example by the sang froid with which he exposed himself to danger. I and many of my colleagues met him a great deal privately too. This relationship was in no way altered when, at a later date, Dr. BUETEFISCH became a member of the Work Management.

The interests of the works always came first in Dr. BUETEFISCH'S estimation. He made a principle of giving his support to those employees who performed their work efficiently, without showing the slightest interest in their political convictions. He continued to display this attitude throughout the Nazi period.

At that time, I myself, as a former member of the SPD, was exposed to intense persecution. (Data on the subject can be found in my personal dossier in the Leuna Works). When in about 1935 or 1936, I was reported to the Gestapo as being dangerous to the interests of the State, and was brought by them to Merseburg, Dr. BUETEFISCH was one of the first to make successful attempts to secure my release.

I should like to give the following information about myself:
as a result of my anti-fascist convictions which dated back as
far as 12 years, I served, after the capitulation, in 1945, as
co-founder and member of the Vorstand of the then SPD and member
of the Anti-Fascist Committee.

Louna, 9 November 1947

signed: Otto DIETZEL

I, Dr. Heinz REINTGES, Attorney-at-Law, at present in Nuernberg,
herewith attest and certify the authenticity of the above signature
of Mr. Otto DIETZEL, Louna, Rudolf-Breitheidstrasse 15,
appended by him in my presence.

Louna, 9 November 1947

signed: Dr. Heinz REINTGES

Attorney-at-Law

The above is a true copy of Bu Document 149.

Nuernberg, 10 February 1948

signed: Dr. Hans FLAETSCHNER
(Dr. HANS FLAETSCHNER)

Affidavit

I, Otto B O E H M E, Leuna, District Merseburg, Pfalzstrasse 57, have been duly advised that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

From 1918 onwards, I was charge - hand (Betriebsarbeiter), and from 1921 onwards, foreman in the Leuna works. I have known Dr. Heinrich BUETEFISCH since September 1930 when he entered the Leuna works as a young chemist. At that time, he was assistant plant manager in the ammonia plant. Both foremen and workers quickly got to know him, especially as he was always to be found in those places in the plant where the most difficult situations arose, and set a good example by lending a hand in solving the difficulties. At an early date, - I believe it was in 1923 - Dr. BUETEFISCH became plant manager of the ammonia plant, and, in the course of the following year, he became a member of the works management.

Throughout this period, and later as director of the works, he always showed willingness to help the members of the works staff. This applied not only to official matters but to private ones too, e.g. cases of financial difficulties. This fact was generally known among the staff.

To the best of my knowledge, Dr. BUETEFISCH engaged in no political work either before or after 1933. He frequently voiced his pessimistic views openly during the National Socialist period, and criticized National Socialist methods and institutions during conversations with us. We often considered such criticism dangerous in the circumstances which prevailed at the time.

Leuna, 8 November 1947

signed: Otto BOEHME

Dr. Heinz REINIGES, at present in Nuernberg,
herewith attest and certify the authenticity

DOCUMENT BÜRTAFISCH No.157
EXHIBIT No.....

of the above signature appended in my presence by Mr. Otto B O E H M E,
Leuna, Pfalzstrasse 57.

Leuna, 8 November 1947.

Signed: Dr. Heinz REINTGES

Attorney-at-Law

The above is a true copy of Buc Document 157

Nuernberg, 10 February 1948

Signed: Dr. Hans FLAETSCHNER
(Dr. Hans FLAETSCHNER)

Affidavit

I, Jakob MUELLER, at present living in Herxheim near Landau, Lußpoldstrasse 56, have been duly advised that I shall render myself liable to punishment by making a false statement. I declare on oath that my statement is true, and was made in order to be submitted as evidence to the Military Tribunal, Nuernberg, Germany.

1. From 1917 to 1946 I was a member of the staff of the Leuna works of I.G. Farbenindustrie. From 1917 onwards, I was a foreman, and from 1918, overseer or chief foreman of the hydrogen purification plant.

2. I have known Dr. Heinrich BUETEFISCH since 1920 when he came to Leuna as a young chemist. At that time, he was assistant plant manager in the ammonia plant. Dr. BUETEFISCH very quickly established good relations with the workers and foremen. His frank and upright character, his friendly behaviour towards his colleagues and his preparedness to help in the work of the plant won him general sympathy. We also met a great deal outside working hours. A few years later, Dr. BUETEFISCH became manager of the ammonia plant and later, technical manager of the Leuna works. Even during this period, the excellent relationship, both official and personal, between him and ourselves, remained unchanged. At this time too, we found him to be a friendly superior and a man with a strong social conscience.

3. I know that Dr. BUETEFISCH joined the NSDAP about 1938. When my colleagues and I heard of this, it was apparent to us that, for a man in his position, this step was inevitable. In point of fact, however, he kept completely aloof from political affairs. We never saw him wearing any Party insignia. Moreover in the circle of his old colleagues he made no secret of the fact that he disapproved of many national socialist measures.

Political views played no role whatsoever in Dr. BUETEFISCH'S attitude towards the members of the staff of the Leuna works. I myself was not a member of the NSDAP or of any of its branch organizations. He never worried whether a person was a Party member or not. On the contrary he was always ready, when the need arose, promptly to protect members of the works staff against excesses on the part of the Party or of its branch organizations. As far as Dr. BUETEFISCH was concerned, it was not the political attitude of the members of the works staff which was the decisive factor, but their skill in their work and their integrity. For a long time, there had been general social gatherings of the employees of our plant. In these Dr. BUETEFISCH regularly took part. He made no distinction between the various people.

Herxheim near Landau, 9 October 1947

signed: MUELLER Jakob

Document Roll No. 235 I herewith certify the authenticity of the above signature of Mr. Jakob M U E L L E R, living in retirement, in Herxheim near Landau.

Landau/Pfalz, 9 October 1947

Signed: Dr. Dr. Fr. WENZ
Notary

Stamp: Dr. Dr. Friedrich WENZ,
Notary
Landau in Pfalz

Notarial District Reg. No. 735

Value 3,000 RM
Article 29/31 Reich Price Regulations 8,--
Turnover tax $\frac{4}{100} \times 24$
RM 8,24

Signed: Dr. Dr. F. WENZ
Notary

The above is a true and correct copy of Doc Document 146.
Wuerzburg, 13 February 1948.

Signed: Dr. Hans FLAEGHSNER
(Dr. Hans FLAEGHSNER)

Affidavit.

I, Dr. Ing. Richard L I N D E , Munich, Poessenbacherstrasse 11, have been duly advised that I shall render myself liable to punishment by making a false affidavit. I herewith declare on oath that my statement is true, and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

1) I am a member of the Vorstand of the Gesellschaft fuer LINDE'S Eismaschinen A.G., Hoellriegelskreuth branch, near Munich. For a period of approximately 40 years, my Company has supplied a large number of air and gas decomposition plants, both to the individual enterprises which became affiliated with I.G. Farbenindustrie in 1925, and to the works of I.G. Farbenindustrie themselves. In this way, I got to know closely several of the members of the Vorstand of I.G. Farbenindustrie, who are now appearing as defendants in the so-called I.G. Farben case before the Military Tribunal at Nuernberg. This applies in particular to the defendants Prof. Dr. Karl KRAUCH, Friedrich JAEENE, Dr. Otto AMBROS, Dr. Christian SCHWEIDER, Dr. Heinrich BUETEFISCH and Dr. Carl WURSTER.

2) The decisions taken by the I.G. Farbenindustrie in connection with the plant to be supplied by my firm and goods to be produced by such plants were based before 1933 as after that time, on purely economic considerations. They did not in any way justify the conclusion that the members of the Vorstand of I.G. Farbenindustrie concerned expected war in the near future or even considered such a thing possible. On the contrary, I repeatedly observed that, in building plants in Germany, I.G. Farbenindustrie aimed, from the outset, at making basic processes accessible to foreign countries, and, in fact, that it represented the viewpoint of constant exchange of data with countries abroad.

Affidavit.

I, Dr. Ing. Richard L I N D E , Munich, Poessenbacherstrasse 11, have been duly advised that I shall render myself liable to punishment by making a false affidavit. I herewith declare on oath that my statement is true, and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

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2) The decisions taken by the I.G. Farbenindustrie in connection with the plant to be supplied by my firm and goods to be produced by such plants were based before 1933 as after that time, on purely economic considerations. They did not in any way justify the conclusion that the members of the Vorstand of I.G. Farbenindustrie concerned expected war in the near future or even considered such a thing possible. On the contrary, I repeatedly observed that, in building plants in Germany, I.G. Farbenindustrie aimed, from the outset, at making basic processes accessible to foreign countries, and, in fact, that it represented the viewpoint of constant exchange of data with countries abroad.

To substantiate this statement, I can quote the following examples:

In 1931 and the following years, up to and including the early years of the war, negotiations were in progress with my firm on the subject of the building of oxygen plant at Leuna, which would render it possible to obtain hydrogen for ammonia synthesis and coal hydrogenation, no longer by the expensive method which employed coke from the Ruhr, but by that which employed the cheaper lignite from Central Germany. The thought of the imminence of war was obviously far from the minds of the representatives of I.G. Farbenindustrie. For them, the purely economic factors, namely the reduction of the cost of the products to be produced, were decisive.

The same applied to the new process for the production of acetylene by the splitting of hydrocarbons in an electric arc, those to be used then by the Chemische Werke Huels for the production of Buna. In 1937-1938, I had detailed discussions on the subject with Dr. AMBROS and representatives of the Leuna works, where a major pilot plant was in operation. This project was treated precisely from the point of view that work connected with the subject was being carried out in a pilot plant in Louisiana (USA). The aim of the representatives of I.G. Farbenindustrie in these discussions was to render possible the exploitation in the establishment of additional plants in countries abroad of the knowledge acquired. Detailed negotiations on precisely this subject of the delivery of plants to third persons abroad were being conducted before the war.

3) On occasions, I have also discussed political questions with the representatives of I.G. Farbenindustrie, and thus with Mr. JAEHNE and Dr. AMBROS. On such occasions, these gentlemen never made a secret of their opposition to the aims of National Socialism.

I see a notable proof of the attitude of all the above-named officials of I.G. Farbenindustrie in their

conduct towards several officials of my firm who occupied key positions, and who were of Jewish origin (Dr. POLLITZER, Chief Engineer BORCHARDT, Dr. SCHULTAN). They always met with the same friendly reception from the above-mentioned gentlemen as the other specialists of my firm.

4) I shall sum up my judgement of the officials of I.G. Farbenindustrie mentioned at the beginning as follows : they were primarily technicians and scientists who were far removed from political ambitions and whose professional activities and aims formed their sole interest. Many an advance in science is to be attributed to collaboration with them, collaboration which was based on this spirit.

I believe that, as a result of the international activity of my firm, I have sufficient experience and subjects for comparison to justify the above character review of the defendants.

Munich, 3 September 1947.

Signed: Dr. Richard LINDE

Document Roll No. 4593

I herewith certify the authenticity of the above signature appended in my presence by Dr. Richard LINDE, qualified engineer of Munich, Paesselbacherstrasse 11, known to me to be the person making the above affidavit.

Munich, 3 September 1947

Deputy Notary

Signed: WEIGERT

Seal: Justizrat Heinrich HIPPLER
Notary, Munich

(Max WEIGERT)

Officially appointed deputy for notary
Justizrat Heinrich HIPPLER

DOCUMENT BUEDEFISCHE No. 83
EXHIBIT No.

K.R. No. 4593	
Fee	4. -- RM
Turnover Tax	-- 0.12 RM --
Total:	4.12 RM

This is a true and correct copy of Bus Document 83

Muornberg, 7 February 1948

Signed: Dr. Hans FLAECHEMER --
(Dr. Hans FLAECHEMER)

Affidavit.

I, Dr. Reinhard Goldberg, Ludwigsafen/Rhine, Wochlerstrasse 13, have been duly warned that I shall be liable to punishment for making a false affidavit.

- I declare on oath that my statement is true and that it was made in order to be submitted as evidence to Military Tribunal No. 6 in the Palace of Justice, Nuernberg, Germany.

I have known Herr Dr. Buetevisch since about 1924 and, especially from 1929 on, we did a considerable amount of work together. Thus, for example, I have repeatedly discussed the budget plans of Sparte I with him, the main item of which was the development of the nitrogen and gasoline production as required by industry and agriculture. I regularly met Dr. Buetevisch at the Nitrogen and Oil Sparte Meetings which were held at regular intervals up to the outbreak of war. Here I must emphasize that all considerations as regards production were designed to serve economic development. After the National Socialist Government had seized power, the ever-increasing production orders of its government departments had to be filled, but, as far as I know, no products which would indicate the imminence of war were ever ordered. We increased the large scale production of nitrogen, gasoline and methanol, greatly enlarged our fertiliser production and took up a number of other organic products, all of which were used to fill peace-time requirements. In none of the Nitrogen and Oil Sparte Meetings was there ever any mention of ceasing production or converting it for a possible war, and it was never even suggested that the government was planning a war of aggression.

- 2 -

Even at our last Sperte meeting on 25 August 1939 we were discussing the peace-time production program for the next four years. Judging by this work and by my frequent meetings with Herr Dr. Buetevisch I can merely state that I know of no remark of Dr. Buetevisch's which showed that he was considering the possibility of a war, let alone a war of aggression.

I can further state about Dr. Buetevisch that all his actions and orders were always entirely unpolitical; he has repeatedly and sharply criticised National Socialist measures, his main objection being the party's attitude towards the Jews. I remember that, when I asked him to help a Jewish colleague (Dr. Frankenburger), he stated that he would do everything in his power in order to assist him if Dr. Frankenburger applied to him for help. I cannot say whether Herr Dr. Buetevisch has even belonged to the party or one of its formations since I never saw him wearing insignia, let alone uniform.

Ludwigshafen/Rhine, 2 January 1948

signed: Dr. Reinhard Goldberg.

I certify that the above signature is that of Herr Director Dr. Reinhard Goldberg, living at Wochlerstrasse 13, Ludwigshafen/Rhine, and that it was made before me.

Ludwigshafen/Rhine, 2 January 1948.

signed: Dr. Kurt Hartmann

(Dr. Kurt Hartmann)

Assistant Defense Counsel for Case VI

This is a true copy of
Document Buetevisch No. 85.

Munich, 7 February 1948

signed: Dr. Hans Flechsner

(Dr. Hans Flechsner)

Document Dr. Buetevisch No. 239

Exhibit No.

Excerpt from:

Special Edition, Part 9

of the Publications of the German Academy for Aviation Research.

ON THE CHEMICAL CONSTITUTION OF FUELS AND
LUBRICANTS

by

Heinrich Buetevisch.

*

Public Lecture to the German Academy
for Aviation Research, being one of
the series of lectures on the subject
"Physical and Chemical Processes
occurring during Combustion in
Engines"

given on 10/11 May 1939.

Page 11:

ON THE CHEMICAL CONSTITUTION
OF FUELS AND LUBRICANTS

by

Heinrich Buetevisch.

The physical and chemical processes occurring during combustion
in engines depend to a great extent on the type of fuel and lubricant
employed.

.....

Page 13:

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The research done in this sphere and the industries which develop
from it have done a great deal towards elucidating the chemical con-
struction of fuels and lubricants. This in turn resulted in new data
for the mineral oil industry, enabling it

- 2 -

to adjust its products to the consumers' requirements.

In as far as it is of interest to further developments I shall now attempt to make a survey of the connections between the chemical composition of fuels and lubricants and their efficiency in engines.

Although there are considerable differences between the many fuels and lubricants in existence, at the same time they consist solely of the two atoms carbon and hydrogen from which the large numbers of molecules which form the gasolenes, Diesel oils and lubricants are built up. Although I am here mainly dealing with the chemical constitution of these substances, I must not omit to mention that the physi-

Page 14:

cal requirements, such as boiling point behavior, vapor pressure, specific gravity, viscosity etc. are of decisive importance for their evaluation. On the other hand, however, the physical properties, and therefore the engine efficiency, are only functions of the chemical composition, so that it is necessary to enter into these chemical connections from this point of view as well.

It is most expedient to subdivide the results of research according to gasolene, Diesel oil and lubricants. It is possible roughly to divide these three groups according to the carbon numbers of their molecules. The gasolenes go up to about C_{12} . Roughly between C_{12} and C_{20} lie the Diesel oils and at C_{20} the lubricants begin, the size of these molecules will later be dealt with

in detail.

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Illustration No. 4 shows this dependence, using the paraffins as an example. While heptane can have 9 different combinations, 802 structure-isomers are possible for $C_{13}H_{28}$. With the other hydro-

Page 15:

carbon groups the situation is not simpler. The discovery of suitable chemical compositions for fuels and lubricants is therefore a very complicated problem.

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In connection with the development of the German synthetic fuels many tests were carried out to this end; further, there are plenty of experimental data available from American scientists.

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Page 18:

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The closer the individual carbon atoms are together in the molecule and the more symmetrical the molecules, the higher is the octane number of the hydrocarbon.

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The excellent resistance to compression of the i-paraffins which, even with the higher links, are hardly influenced by heat, marks the whole group as of very high quality.

- 4 -

The conversion of n-paraffins into i-paraffins must therefore be considered of great importance; research has already found ways and means of doing this, but these still require intense scientific study.

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Page 23:

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The above discoveries and research data are to-day being employed to a great extent in the production of fuels, as will be shown in detail in the next lecture. Synthetic production from carbon dioxide and hydrogen makes it possible to obtain compounds containing oxygen and straight-chain paraffins by using suitable catalysts. If quite different catalysts are used, however, the direct synthesis of iso-paraffins is also possible. The high pressure hydrogenation process permits one to carry out considerable changes in the constitution of the resulting product, be it in the processing of mineral oils and tars or in the hydrogenation of coal. - In the cracking process research scientists have succeeded in exerting greater influence on the chemical constitution of the fractions by means of catalysts than had previously been possible by varying the physical working conditions. A very recent development in America is the production of Alkylate, an iso-octane from the butane and iso-butylene occurring in fractional distillation gases. Catalytic cracking is being employed more and more in industry. Moreover, hydrocarbons of a definite constitution are being converted into particularly valuable fuels on a large scale by means of

polymerisation and hydrogenation. The utilisation of the various discoveries and research data for synthetic fuels will depend on the progress made in engine construction on the one hand, on the other, though, on the most diverse economic factors.

Whatever is applicable to the possibilities of synthesising fuels for the Otto-engine is also applicable to the synthesis of Diesel oils.

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It must, however, be stated that, in consideration of the entirely different working principle of the Diesel engine, the relationship between molecular structure and combustion cycle is an entirely different one.

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Up to now, little is known about the chemical make-up of lubricants although there are doubtlessly important principles to be discovered here, as has been recognised of late in the production of synthetic lubricants.

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This means that one can synthetically produce lubricant - hydrocarbon with a complex molecular structure which are far superior to the natural products. The V. I. and pole values (Polhoehenwerte) of the best natural products of the same medium molecular size are to be found at 100 to 108 and 1,8 to 1,7 respectively. It is now the task of industry to approach as closely as possible to these results of scientific research.

.....

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.....

Although it can be seen from the above that we now have some knowledge of the relationship between chemical constitution and viscosity properties, the research on the pressure relationship of the lubricant properties is still in its very early stages. More extensive knowledge is required here since, according to the hydrodynamic lubrication theory, the lubricant is subjected to considerable pressure between bearing and shaft,

Page 33:

which increases with reduction of play in the bearing and at higher speeds.

In illustration 18 some data have been compiled from work in Bradford and Vandegrift (General Discussion and Lubrication Vol. I, 24 and Journ. for applied Physics 8, 367 (1937), and Dow and Fenske Ind. Eng. Chem. 29, 1078, 1937) which demonstrate the influence of the combined effect of pressure and temperature on various oils. One can see that rises in pressure generally raise the viscosity. The various types of oils, however, show differences in degree. For example, with Pennsylvanian oil a raise of the pressure to 2000 kg/cm² at 54,4° C increases viscosity by 25 times the original value, whereas with Californian oil the viscosity increases 100 times. This shows that the viscosity-pressure relationship, just as is the case with the viscosity-temperature relationship, is a function of the chemical constitution of the oil.

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Up to now I have mainly been dealing with the effect of the chemical constitution on the physical properties of the lubricants. Here, just as is the case with fuels, one must not forget that the lubricant must be able to meet the chemical requirements of engines; it must not be corrosive, it should be resistant to oxygen and exhaust gases, it must not lead to the formation of large, hard and adhesive carbon matter and should not be prone to form asphalt and oil residues.

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As yet, we know very little about the interrelation of these chemical properties and the chemical constitution. The most important research in this direction was undertaken by N.S. Chernoshukow and S.C. Krein (Foreign Petrol. Technology 1, 131, 1933). They exposed numerous synthetic, aromatic and naphthenic hydrocarbons to the effects of oxygen and noted that aromatic hydrocarbons tend to form substances resembling asphalt, whereas naphthenes produce acid oil-soluble products. They further demonstrated that the tendency to oxydation of the naphthenes can be decreased through the addition of aromatic hydrocarbons. These act as anti-oxydants. The development of an effective lubricant oxydation inhibitor for the friction surfaces of car and aircraft engines is being tackled energetically. On the whole, the development of

lubricant auxiliaries is made very difficult by the fact that the auxiliaries to be chosen must have no harmful effects on each other when used together.

In the sphere of fuels, Otto as well as Diesel fuels, there is a number of interesting problems awaiting scientific solution, and similarly, in the sphere of ^{lubricants} / , there is a huge number of problems which must be solved.

.....

This is a true and correct excerpt of the special edition, part 9, of the publications of the German Academy for Aviation Research, which I have before me.

Nuernberg, 13 February 1948

signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)
Assistant Defense Counsel
for Case VI.

Affidavit.

I, Dr. Hedwig JOCHMUS, resident in Heidelberg, Holmholts-
strasse 10, have been duly warned that I shall render myself
liable to punishment by making a false affidavit. I herewith
declare on oath that my statement is true and was made in order
to be submitted in evidence to the Military Tribunal in the
Palace of Justice, Nuernberg, Germany.

I am a chemist in the IG Farbenindustrie A.G. and worked
from 1 May 1936 onwards in the office of Sparte I in Oppau, so that
I am familiar with the matters handled by this office.

I have before me an account, prepared in the Sparte office,
of Sparte I's expenditure on research work. From this I have
selected the following data on the number of workers employed
in the works of Sparte I.

	1937	1938	1939
University graduates	272	292	302
Workers	2319	2653	2783

Nuernberg, 25 February 1948

signed Dr. Hedwig JOCHMUS
(Dr. Hedwig JOCHMUS)

I herewith certify the above signature, made before me by Dr.
Hedwig JOCHMUS, resident in Heidelberg, Holmholtsstrasse 10.

Nuernberg, 25 February 1948

signed Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)

Assistant Defense Counsel
in Case VI.

Affidavit.

I, Dr. Guenther KUNZE, at present resident in Adelsheim, Torgasse 65, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I herewith declare on oath that my statements are true and were made in order to be submitted in evidence to the Military Tribunal in the Palace of Justice Nuernberg, Germany.

From 1 April 1928 to 31 December 1945 I was a chemist in the Badische Anilin- und Sodafabrik works at Oppau and had worked in the Oppau nitrogen directorate (planning office, later office of the directorat of Sparte I) since 1934. On the basis of my knowledge and of the data accessible to me, I have prepared the appended tables on the research expenses for Sparte I from 1928 to 1939.

Nuernberg, 18 February 1948.

signed Dr. Guenther KUNZE
(Dr. Guenther KUNZE)

I herewith certify the above signature, made before me by Dr. Guenther KUNZE, resident in Adelsheim, Torgasse 65.

Nuernberg, 18 February 1948

signed Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)

Enclosure

Research expenses for Sparte I 1928-1939
 in millions of Reichsmark.

Type of product	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939
Nitrogen	24,2	27,9	20,0	8,8	4,4	4,9	5,7	7,6	8,7	9,1	10,7	11,2
Hydrogenation	-	-	-	5,4	3,6	5,2	6,5	6,1	7,8	10,0	11,0	10,8
Alcohols	-	-	-	-	-	-	-	-	-	0,3	0,9	0,9
Lubricating oils	-	-	-	-	-	-	-	-	-	-	-	0,5
Catalysts etc.	-	-	-	-	-	-	-	-	-	-	0,7	1,2
New fields	66,7	53,5	36,0	2,5	2,4	2,0	4,4	4,0	7,2	7,9	11,4	13,9
Total	90,9	81,4	56,0	16,7	10,4	12,1	16,6	17,7	23,7	27,3	34,7	38,3

Until 1930, the research expenses were divided only between "nitrogen" and "new fields". From 1931 onwards, the types of products, "hydrogenation", "alcohol" (from 1937) "lubricating oils" and "catalysts etc" (from 1939 and 1938 resp.) bore the appropriate share of the research expenses.

Enclosure

Research expenses for Sparte I 1928-1939
 in millions of Reichsmark.

Type of product	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939
Nitrogen	24,2	27,9	20,0	8,8	4,4	4,9	5,7	7,6	8,7	9,1	10,7	11,2
Hydrogenation	-	-	-	5,4	3,6	5,2	6,5	6,1	7,8	10,0	11,0	10,8
Alcohols	-	-	-	-	-	-	-	-	-	0,3	0,9	0,9
Lubricating oils	-	-	-	-	-	-	-	-	-	-	-	0,5
Catalysts etc.	-	-	-	-	-	-	-	-	-	-	0,7	1,2
Now fields	66,7	53,5	36,0	2,5	2,4	2,0	4,4	4,0	7,2	7,9	11,4	13,9
Total	90,9	81,4	56,0	16,7	10,4	12,1	16,6	17,7	23,7	27,3	34,7	38,3

Until 1930, the research expenses were divided only between "nitrogen" and "now fields". From 1931 onwards, the types of products, "hydrogenation" "alcohol" (from 1937) "lubricating oils" and "catalysts etc" (from 1939 and 1938 resp.) bore the appropriate share of the research expenses.

Affidavit.

I, Friedrich S C H W C E R E R, resident in Ludwigshafen on Rhine, have been duly warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted in evidence to the Military Tribunal in the Palace of Justice Nuernberg, Germany.

I worked as an employee of the IG Farbenindustrie from 1935 onwards in the office of Sparte I in the Oppau works and here amongst other things I gained knowledge of the accounts for Sparte I's outlay on new plants. On the basis of this knowledge and of the accounts of these expenses for new plants which are available to me, I have prepared the two tables appended. They give the expenditure for new plants for Sparte I, Table I listed according to the works belonging to Sparte I and Table II listed according to the main production branches.

I have signed both tables for purposes of recognition.

Nuernberg, 24 February 1948.

signed Friedrich SCHWOERER

I herewith certify the above signature, made before me by Friedrich SCHWOERER, resident in Ludwigshafen on Rhine,

Nuernberg, 24 February 1948.

signed Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)

Assistant Defense Counsel in Case VI

Enclosure I Expenditure for new plants for Sparta I
in millions of Reichsmark

	Morsburg	Oppau	Processing works	Total
1928	64,6	10,2	22,2	97,0
1929	48,0	7,8	7,0	62,8
1930	18,5	0,9	1,8	21,2
1931	5,8	0,7	1,1	7,6
1932	1,2	0,8	0,3	2,3
1933	4,2	1,5	0,7	6,4
1934	30,5	2,6	2,2	35,3
1935	27,1	3,0	1,4	31,5
1936	25,0	10,2	3,1	38,3
1937	40,4	14,4	3,2	58,0
1938	44,9	20,7	6,0	70,7
1939	38,1	25,6	4,3	68,0

Nuernberg, 24 February 1948

signed Friedrich SCHWOERER

Enclosure 2

Expenditure for new plants for Sparta I
 in millions of Reichsmarks

	Nitrogen lubricants	Fuels and Methanol and isobutyl	Other products	Energy sources	General plants	Total	
1928-1931	ca. 100	ca. 40	-	ca. 3	ca. 25	ca. 21	189
1932	1,2	0,7	-	0,1	0,1	0,2	
1933	2,4	2,4	0,1	0,2	0,3	1,0	
1934	4,2	22,3	0,1	1,6	4,7	2,2	
1935	4,2	14,8	0,2	2,0	5,6	4,7	
1936	7,7	11,5	0,7	2,7	9,5	6,2	
1937	11,0	17,9	0,7	3,0	18,0	7,4	
1938	18,3	17,4	0,9	5,0	22,7	6,4	
1939	19,6	13,7	0,5	6,8	17,3	10,1	
1932-1939	68,6	100,7	3,2	21,6	78,2	38,2	310,5

Nuernberg, 24 February 1948

signed Friedrich SCHWOERER

I, Dr. Werner Schulze, resident in Hannover, Altonbekoner Damm 97, having been warned that I make myself liable to punishment if I render a false affidavit, hereby declare on oath that my statement is in accordance with the truth and is made in order to be laid as evidence before the Military Tribunal VI in the Palace of Justice in Nuremberg, Germany.

I, Werner Hermann Friedrich Schulze was born 13 September 1890 and am by profession diploma-agriculturist and Dr. phil. After completion of my studies and my return from the First World War, I held the following posts:

Assistant at the Agricultural Institute of the University of Jena;

Scientific and technical head of the Pflug-Baltersbach and Peragis Saatucht G.m.b.H., respectively;

Departmental head of Agriculture and Horticulture/~~(Acker-und Pflanzenbau)~~ at the Chamber of Agriculture for Mecklenburg-Schwerin and the Farmers' Association (Landesbauernschaft) Mecklenburg respectively;

Departmental head for Agriculture in the Main Department II of the Reich Food Control (Reichsnahrstand) Berlin;

Regular Professor for Agriculture and Horticulture at the University of Rostock;

Adviser for Agriculture and Horticulture and deputy departmental head in the Central Office for Food and Agriculture in Hamburg with occasional service in the Administration Office for Food and Agriculture in Stuttgart;

Departmental head in the Ministry of Food, Agriculture and Forestry in Hannover. Still engaged in this post.

I did not belong to the NSDAP.

I became acquainted with Dr. Buetofisch while I was working in Berlin. I am not able now to give the exact date, but it may have been in 1937, and the last time I met him was in the course of negotiations during 1938. Discussions were often taking place at this time between the Reich Food Control and the Nitrogen Industry or the general fertilisers' industry respectively, within the framework of the Reich Community for Fertilisers, and he took part in these. - 74 -

In these conferences and in the subsequent meetings of the Reich Community of Labor for Fertilisers, which dealt with questions of fertiliser supply and the organization of Advisory Committees for the fertiliser industry etc., Dr. Buctofisch showed much understanding for the needs of agriculture.

After the rapid rise in the consumption of fertilisers during the years 1935 - 1939, the future requirements of German agriculture in nitrogenous fertilisers were discussed with the nitrogen industry during the spring or summer of 1939, to my recollection, in order to facilitate a plan for the production of nitrogenous fertilisers on a sufficiently secured basis. As I no longer have any documentary data at my disposal, I am unable to give details. According to my recollection, the needs of German agriculture were estimated for several years ahead and a considerable annual increase in consumption allowed for during this time.

I am convinced that Herr Buctofisch, in the development of the production capacity of the nitrogen industry, aimed solely at satisfying the needs of German agriculture with guaranteed supplies of nitrogenous fertilisers and that, in doing so, he never thought of preparation for war.

During the frequent meetings with the authoritative representatives of the fertiliser industries in discussions and conferences, I gained the impression that Dr. Buctofisch was regarded as one of the leading experts of Germany in the field of synthetic fertiliser production. I esteemed him as a pleasant partner in negotiations and a man of upright character.

I do not know whether Dr. Buctofisch was ever a member of the Party or of an affiliation of the Party,

I also never observed that he was politically interested or
active in this way.

Hannover, 2 January 1948 * signed: Werner SCHULZE

The correctness of the signature is hereby certified.

Hannover, 2 January 1948. signed: Signature
 Councillor

Seal: illogible

.....This is a true copy of the Document Buc 2,
Nuremberg, 2 February 1948.

signed: Dr. Hans FLIECHSNER
 (Dr. Hans FLIECHSNER)

Excerpt from Document Dr. Bucofisch No. 49

Extract from the Memorandum on the 4th Vorstand meeting on
16 September 1938 at 9.30 hours in Heidelberg.

Item 5 of the Agenda:

.....

Finally, Dr. Bucofisch reported on the present propellants position in Germany and also on the nitrogen position. In nitrogen, the production could only with difficulty be made to meet the increasing demand.

.....

This is a true and correct excerpt from the document Dr. Bucofisch No. 49.

Munich, 25 February, 1948.

signed: Werner Bross,
Assessor
Assistant Defense Counsel
in Case VI.

Confidential

Report

on the second special conference of Main Group I in Leuna

on 25 August 1939.

	<u>Page</u>
1) Sales and market situation for fertilizer nitrogen at home and abroad	3 - 7
2) Sales and market situation for industrial nitrogen	8 - 10
3) Production program and coal situation	11 - 21
4) Survey of amounts expended by Sparte I on investments, in the first Semester 1939	22 - 26
5) Sales and market situation for gasoline	26
6) On relationship between chemical constitution and lubricating properties	27 - 48
7) Behaviour of raw materials under changing strain at high pressure	49 - 57
8) Progress made in Leuna in working up salt coal	58 - 67

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- 3) Production program and coal situation. Goldberg
- a) Five year plan nitrogen

At the last conference in April of this year, Dr. Krauch asked for an estimate on the further development of nitrogen sales and of the available facilities for covering the total nitrogen requirements of the I.G.

We would like to give the following survey with respect to this question:

1.) Fertilizer nitrogen.

.....

Detailed discussions with regard to the development of German home sales took place between the Nitrogen Syndicate, the Reich Food Estate (Reichsnahrstand) and the Reich Food Ministry. The following figures were estimated for the home sales of the Nitrogen Syndicate, as already mentioned in the report of Dr. Oster (v. page 4):

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1938/39 actually	715 000 tons N
1939/40 estimated	800 000 tons N
1940/41 "	860 000 tons N
1941/42 "	910 000 tons N

It was the opinion of the delegate of the Reich Food Estate that sales, amounting to 910 000 tons N, mean that agriculture consumption will have reached a level in nitrogen/which will probably not be substantially surpassed in the next few years. However, we figured in our internal plan for nitrogen on a further increase in home sales of up to 1 000 000 tons N up to the year 1943/44 (Duengejahr). This was done for safety's sake.

.....

No change of too considerable an extent will occur in the nitrogen export business in the next few years, since it is rather likely that nitrogen consumption will increase in the combined export markets (Spain!) and since the nitrogen plants, projected or under construction abroad, will not meet requirements so quickly as to result in a substantial decrease of our exports.

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Page 13:

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After taking into consideration

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..... For the I.G. itself there remain the following quantities of fertilizer nitrogen which it can claim as its share:

1938/39	actually	451 000 tons N
1939/40		505 000 tons N
1940/41		531 000 tons N
1941/42		559 000 tons N
1942/43		575 000 tons N
1943/44		609 000 tons N.

In the event of the home sales rising to 1 000 000 tons N from the 715 000 tons N reached in 1938/39 and of exports decreasing only very slightly, we can count on an increase in I.G. contractual fertilizer nitrogen. This increase

will amount to 609 000 minus 451 000 tons N = 158 000 tons N.

2.) Industrial nitrogen.

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Page 15:

.....
In our estimate for the further development of industrial nitrogen which was approved by Direktor Hanser we count in the case of home sales on a further rise in the number of customers of the syndicate (yearly increase of 2 000 tons N) as also of deliveries to Dynamit-Nobel (also yearly 2 000 tons N). However, exports of industrial nitrogen will decrease. It is to be expected that German exports (without Horsk Hydro) will amount only to 9 000 tons N in the current year (Dauergesahr) and that they will possibly decline still further to 6 000 tons N. However, the increase in home sales will considerably exceed the loss in exports. Consequently the I.G. will have an additional share of approximately 9 000 tons N in the syndicate sales during the next 5 years as compared with 1935/39 (this means an increase from 61 000 tons N to 70 000 tons N). Since it is also possible to count on a further rise of altogether 10 000 tons N in the requirements of associated factories (with the exception of Dynamit Nobel) and those of I.G.'s own plants, the total requirements of the I.G. in industrial nitrogen will rise from 95 000 tons in the past year (Dauergesahr)

Document Dr. Dactofisch No.111
Exhibit No.....

1938/39 to approximately 114 000 tons Nitrogen in the next 5
years. The rise will therefore amount to about 19 000 tons.

.....

* * * * *

I, Dr. Kurt Hartmann, Assistant of Defense Counsel Attorney
Helmut Henze in Case 6 before the Tribunal VI, certify that the
above document is a literal copy of excerpts from the original
of the minutes taken on the occasion of the second special
conference of the Main Group I on 25 August 1939. This applies
to excerpts from pages 1, 11, 12, 13, 14 and 15.

Nuernberg, 20 January 1948

signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

FRIEDRICH UHDE K. G.

(UHDE) Hagen Dortmund Leuna

.....

Dortmund, 27 October 1947
Degglingstrasse 12, PoB 924

U/Drs.

Affidavit

I, Friedrich UHDE, residing at Bochum-Gerthe, Boevinghauser Hallweg 2/5, have been warned that I shall be liable to punishment for making a false statement. I declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice at Nuernberg, Germany.

Nitric acid of approximately 50% is obtained when nitric acid is manufactured from ammonia by oxydation.

This 50% nitric acid is used in most cases for manufacturing nitrogen fertilizers.

Very special equipment and installations are necessary to make concentrated nitric acid (98 - 99%) for nitration purposes out of the 50% nitric acid.

The 50% nitric acid is brought together with highly concentrated 96% sulphuric acid in special apparatuses made of ferro-silicon. These apparatuses are steam heated. A concentrated nitric acid is distilled off at certain temperatures, while the sulphuric acid

has absorbed the water from the nitric acid and is diluted by it.

The diluted sulphuric acid must be reconcentrated to 96% sulphuric acid in a continuous process by means of a special high concentration plant.

Such installations are made from specially acid resistant materials. It is not easy to operate them. They need a good deal of watching, as well as expert knowledge. Besides, these plants take up a lot of room and are expensive.

Without such a plant it is impossible to manufacture concentrated nitric acid, such as is required by the explosive industry, from diluted nitric acid.

Dortmund, 27 October 1947

signed: Friedrich UHDE
(Friedrich UHDE)

The signature is certified on the next page.

The authenticity of the signature is certified

Dortmund, 13 February 1948

The Oberstadtdirektor

(L.S.)
Revenue stamp.

signed: Signature

It is hereby certified that this is a true and correct copy of the above document.

Nuernberg, 20 February 1948

signed: Dr. Hans Flaechsmier
Attorney

A f f i d a v i t .

I, Gustav Knoepfer, of 1 Waldfrieden, Essen-Bredoney, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith declare on oath that my statement is true. It was made to be submitted in evidence to Military Tribunal VI, Palace of Justice, Nuremberg, Germany.

Until 1942 I was chairman of the Vorstand of the Gelsenkirchener Bergwerks A.G. and honorary president of the A.G. of the Kohlenwertstoff-Verbaende, of which the Deutsche Ammoniak-Verkaufs-Vereinigung was a member of the nitrogen syndicate. I am now, at the age of 78, living in retirement, except that I am a member of the Aufsichtsrat of several companies.

I have known Dr. Heinrich Buetevisch since 1927 or 1928 when I met him in his capacity as I.G. representative on the nitrogen syndicate. In 1934 Dr. Buetevisch was unanimously elected chairman of the technical committee of the nitrogen syndicate by the members of the nitrogen syndicate. Dr. Pott was the representative of the Ruhr industry on that committee. In the years which followed, and up to the end of the war, Dr. Buetevisch, in that capacity, dealt with all technical questions which concerned the members of the syndicate. Every one of the members of the nitrogen syndicate had such faith in Dr. Buetevisch that he was frequently asked for a decision having investigated the matter when arguments on technical problems arose, and that all the members of the syndicate then accepted his decision. Although the one or the other of the different members of the syndicate questioned the motives of the I.G. at times, suspicion was never attached to Dr. Buetevisch himself, who was acknowledged as an impartial expert in these matters and who inspired by his impartial manner the greatest possible confidence on all sides.

I recollect clearly an incident which occurred in 1943 or 1944 when the Gewerkschaft Ewald (which belonged to the Hermann Goering werke) had a serious difference of opinion on allocations with the nitrogen syndicate. Dr. Buatofisch and I were appointed arbitrators by the nitrogen syndicate. When the business manager, Generaldirektor Haver, had made his report, and when I supported his suggestion, Dr. Buatofisch did not hesitate to support the proposals made by the business manager, although by so doing he materially weakened the position of the I.G. the interests of which he was after all supposed to represent. And as usually happens in trusts and syndicates, where the partner holding most shares is the weakest, who has to bear the brunt when an association is dissolved, Dr. Buatofisch in this case decided in favour of an agreement and of common arbitration.

Apart from that, before the war from 1931 onward Dr. Buatofisch represented the syndicate as technical expert at international nitrogen conferences. There he was appointed by the representatives of all nations chairman of the technical experts committee. When the members of the syndicate in 1940/1941 founded and built at the instances of the Reich authorities a new nitrogen plant at Linz, the parties concerned unanimously elected Dr. Buatofisch chairman of the Aufsichtsrat.

I have never noticed that Dr. Buatofisch was in any way involved in Party politics. He was in my opinion far too much taken up with his work, and his attitude was too much determined by the exigencies of industry to have time or occasion to engage in politics.

In the syndicate he was generally considered to be completely disinterested in politics; it was of course inevitable that he should come into contact in the course of his various activities

with Party circles and Government authorities.

I herewith declare that it cannot be maintained that Germany planned aggressive war on the grounds that there was an increase in the sales of the nitrogen produced by the syndicate most of which was sold to agriculture. Dr. Buetevisch rendered outstanding services in the peacetime planning of fertiliser distribution and supported it in every way. Plans for peacetime distribution were until 1943/considered and drawn up with his assistance as late as the autumn of 1939. Apart from that he invariably advocated an increase in export of fertilisers to countries abroad and especially to overseas.

Respectfully

signed: Dr. Ing. H. Gustav Knepper
Generaldirektor (retired)

I, Assessor Werner Bross, Assistant Defense Counsel to Dr. Flaechener, Tribunal VI, herewith certify that the above signature is that of Dr. Knepper of Essen-Bradeneu.

Essen, 24 January 1948

signed: Werner Bross
(Werner Bross)

..... The above is an accurate copy of document Bus 12.
Munich, 2 February 1948

signed: Dr. Hans Flaechener
(Dr. HANS FLAENCHNER)

Affidavit

I, the undersigned, Georges LELONG, Director General of the COMPTOIR FRANCAIS DE L'AZOTE, 58 avenue Kléber, PARIS (16^{ème}), living at SAINT-GERMAIN-les-ARPAJON (Seine et Oise) am aware of the great importance of this affidavit and herewith declare on oath that my statements are absolutely true and were made to be used as a document for submission to the Military Tribunal at the Palace of Justice, Nuernderg, Germany.

1. I, Georges LELONG, born 1 June 1885 at ANGOULEME, Engineer, Officer of the Legion of Honour, Croix de Guerre, have been a member of the staff of the COMPTOIR FRANCAIS DE L'AZOTE since 1924, and in this capacity participated in the meetings of the Committee of Experts of the International Nitrogen Convention, as representative of the French nitrogen industry, from 1931 to 1939.

2. It is as a result of the above fact that I have known Dr. BUEDEFISCH, who was Chairman of the Committee of Technical Experts of the International Nitrogen Convention, since 1931.

I herewith declare that Dr. BUEDEFISCH discharged his duties in the most impartial manner and that, in consequence of his wide industrial experience, he rendered enormous services to the European nitrogen industry as a whole.

3. During the war, Dr. BUEDEFISCH, whose great ability was universally recognized, gave proof of his goodwill towards the French nitrogen industry, in circumstances which made it possible to appreciate such proof. Particular instances of this are that

not a single installation of the French nitrogen industry was transferred to the ownership of the German nitrogen industry, of which Dr. BUEDEFISCH was one of the chiefs, and that the German delegates of the chemical industry in France intervened on several occasions in favor of providing the French nitrogen industry with the raw materials and power (coal and electricity) necessary for the operation of these industries which were essential to the very life of the French people.

4. Personally, since I first got to know Dr. BUEDEFISCH, I have always valued his advice and his desire to be helpful. Dr. BUEDEFISCH never told me of any opinions which he might have held, which were contrary to my ideas as a Frenchman. Even during the war, I had the opportunity to meet Dr. BUEDEFISCH in 1942, and at that time, I appreciated his attitude towards the representatives of a country which the German Army considered as a resistance force.

PARIS, 9 September 1947
THE DIRECTOR GENERAL;

Signed: Signature

L.S.

Certification

Signed: Signature

It is herewith certified that the above is a true and correct copy of the original document.

Munich, 11 February 1948

Signed: Dr. Hans FLAEGEMER

Attorney-at-Law

A f f i d a v i t .

I, Dr. Ernst Willfroth, of 41 Bunsenstrasse, Leuna, Kreis Merseburg, having been duly advised that I shall render myself liable to punishment by making a false statement, herewith declare on oath that my statement is true. It was made to be submitted in evidence to Military Tribunal No. VI, Palace of Justice, Nuremberg, Germany.

1. I joined the Badische Anilin- und Sodafabrik at Ludwigshafen as a chemist in 1919 and was transferred to Leuna in 1924. In 1928 I was put in charge of the newly established department for salt plants there (plants for the production of nitrogen fertilisers from synthetic ammonia).

It was at that time or thereabouts that Dr. Heinrich Baetefisch who was then the head of the production plants of the Leuna works began to take an interest in problems of nitrogen distribution. In that he made me his assistant, when the attempt was made in 1930 to reach agreement between the nitrogen manufacturers of Europe in connection with the international contacts established by Dr. Bueh, Dr. Baetefisch took part in the discussions as technical expert. In the course of further negotiations on the foundation of the Convention Internationale de L'Azote (CIA) he was put in charge of the committees of experts. It was the business of these committees to investigate the condition of the plants from the technical point of view and to determine their production capacities, Dr. Baetefisch played a decisive part as technical expert in the negotiations which took place annually between the contracting parties of the CIA.

Dr. Buetevisch also played a decisive part as technical expert in the extension of the syndicate agreement of 1932/33 between the German nitrogen manufacturers. His work as far as nitrogen was concerned mainly consisted therefore in solving problems of a technical and economic nature.

2. In the management of the Leuna works Dr. Buetevisch was concerned in the main with problems of guiding and developing production. Thus he dealt especially with the construction of plants for the production of nitrogen fertilisers at Leuna from 1931 to 1936. In the course of the years he took over similar tasks of a technical and economic nature in connection with fuel production. Questions of personnel and of social welfare lay outside his sphere of activity.

3. I noticed in the course of my collaboration with Dr. Buetevisch that he did not accept unquestioningly the measures adopted by the national socialist government. With him, I could express freely my hostile attitude to National Socialism. I did not know that he held some office in the SS.

Leuna, 9 November 1947

signed: Dr. Ernst Willfroth

I, Dr. Heinz Reintges, solicitor, at present living in Nuremberg, herewith certify that the above signature is that of Dr. Ernst Willfroth, of 41 Bunsenstrasse, Leuna, Kreis Merseburg, and that it was appended in my presence.

Leuna, 9 November 1947

signed: Dr. Heinz Reintges,
solicitor

This is to certify that the above is a true and accurate copy of the original.

Nuremberg, 16 February 1948

signed: Dr. Hans Flaechsner
solicitor.

CERTIFICATE OF TRANSLATION

3 March 1948

We,
Victoria ORTON, ETO # 20129,
Brigitte TURK, ETO # 35130,
Leonard J. LAWRENCE, ETO # 20138,
Alfred RAHL, B 398081,
Julius J. STEUER, AGO - A - 442654,
Anne MARTIN, ETO # 20144,
Phyllis RAY, ETO # 36287,
Beryl C. BESWICK, ETO # 20183,
Arthur C. MACNAMARA, ETO # 20191,
Patricia E.C. WOOD, ETO # 20139,

heroby certify that we are duly appointed translators for the
German and English languages and that the above is a true and
correct translation of the Document Book 2 Buetafisch.

.....
Victoria ORTON
ETO # 20129
Index I-VIII

.....
Brigitte TURK
ETO # 35130
pages 1-6

.....
Leonard J. LAWRENCE
ETO # 20138
pages 7-12, 86-88, 91-92

.....
Alfred RAHL
B 398081
pages 13-20, 79-85

.....
Julius J. STEUER
AGO - A - 442654
pages 21 - 28
36 - 41

.....
Anne MARTIN
ETO # 20144
pages 29-35,
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.....
Phyllis RAY
ETO # 36287
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.....
Beryl C. BESWICK
ETO # 20183
pages 48-57, 89-90

.....
Arthur C. MACNAMARA
ETO # 20191
pages 58 - 67

.....
Patricia E.C. WOOD
ETO # 20139
pages 68 - 73

*Defense
Cases*

TRIBUNAL VI

Case VI

DOCUMENT BOOK III

for

Dr. Heinrich FULTEPISCH

submitted by

the Defence Counsel

Dr. Hans FILLDORFER

Attorney-at-Law.

Engl.



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to Document Book BUETEFISCH III.

Page	Description of Document	Book No.	Exh.
	<u>The development of HYDROGENATION in Germany and abroad.</u>		
1	<u>Oil-discussion on 1 September 1932</u> Report about the progressive practice of Hydrogenation by the Standard Oil Corp, and in the USA as a whole. Collaboration with the Standard progresses satisfactorily, whereby the I.G. is essentially the giving partner.	Bue. 52	
7	<u>Oil-discussion on 26 September 1933.</u> The Ruhr-Industry and the central German Lignite-Industry are interested in Hydrogenation. The ICI also is since 1931 in contact with the I.G. with regard to the hydrogenation-process. Since the English Government has promised an alleviation of taxation to the gasoline-producers at home, the ICI has decided to build a plant for the production of 100 000 tons of gasoline per year. Also in Italy the building of a plant is planned through the IHEC.	Bue. 114	
17	<u>Oil-discussion on 7 December 1933.</u> Report pertaining to the importance of hydrogenation of pit-coal for the Chemical Industry. The I.G. succeeded in this manner in winning important raw material for its dyes and other products. Visit from Standard Oil in Ludwigshafen. The hydrogenation is now more profitable for the processing manufacture of gas oils into gasoline than the usual cracking process. Thus the greater cost of hydrogenation yields sufficient interest as has been carefully calculated by Standard Oil. The Shell also is interested in the hydrogenation process.	Bue. 54	
27.	<u>Tex-Party on 15 February 1934.</u> BUETEFISCH reports, that through development of hydrogenation in Leuna the greatest part of the shut down Nitrate-Primary Plants is again in use.	Bue. 120	

Document Book III BUELFISCH
BUELFISCH Doc. No.
Exh. No.

(page 1 of original, cont'd)

Page	Description of the Document	Buot. No.	Exh.
28	<u>Oil-discussion on 16 May 1934.</u> The Hydrogenation-process offers the possibility of the recovery of Toluene. The ICI is building a Hydrogenation plant, partly making use of shut down Ammonia plants.	Buot.53.	

Page	Description of the Document	Bue.No.	Exh.
32	<u>Oil-Discussions on 17 December 1936</u> The Hydrogenation plant of the ICI is functioning; Italy has also come to an agreement with the IHEC with regard to 2 plants. France and Japan show also an interest. A new contact of the I.G. is particularly suitable for the production of Toluene.	Bue. 116	
35	<u>Excerpt from THE MINING JOURNAL of 5 February 1944</u> Report of Lord Mac GOWN; draws attention to the construction of the Hydrogenation plant of the ICI in 1935. Reason for the establishment was the fuel production from own raw material and finding employment for unemployed workers.	Bue.115	
52a	<u>Lecture of Kenneth Gordon at the Institute of Fuel on 22 November 1936.</u> The lecturer gives an account of the beginning of the pit-coal-Hydrogenation plant of the ICI in Billingham, the construction and establishment of which gave employment to many workers.	Bue. 281	
53	<u>Oil-Discussion on 22 December 1937.</u> Report pertaining to the numerous Hydrogenation plants in Germany and abroad which are already established, under construction or in the planning stage. The ICI delivers now better gasoline from its hydrogenation plants than is being imported by the Oil Companies. A survey of the numerous other processes for the production of synthetic fuel was given.	Bue.118	
61	<u>Affidavit of Dr. Matthias PIER, dated 3 January 1948.</u> Dr. PIER gives a survey of the development of Hydrogenation: "At the beginning of 1932 the technical difficulties of the process had been overcome It was a matter of course that we had in mind peace time planning from the economic point of view."	Bue.71	
65	<u>Affidavit of Dr. REGER, dated 22 December 1947</u> The technical difficulties are described here, which had to be overcome until it was proved at the beginning of 1932 that the Hydrogenation process was technically possible and the calculated cost price of 200 - 250 Reichsmark per ton could be achieved.	Bue,130	

Page	Description of Documents	Buo.No.	Exh.
69	<u>Letter pertaining to the Nitrate calculation of the I.G. to the ammonia plant Merseburg, dated 28 July 1939.</u> The letter states the net profits for gasoline fuel and Nitrogene salts used for fertilizers, as basis for the consideration, whether a partial change-over from gasoline to Nitrogene salts will be worth while.		Buo.11
73	<u>Affidavit of Dr. Conrad BOETTCHER, dated 29 December 1947</u> The edition "Four Year Plan" from 5 September 1939 contains an essay about the Hydrogenation plants FOELITZ and various photographs and a chart of the plants.		Buo.29
74	<u>Affidavit Paul SCHEIDER, dated 18 February 1948</u> The affiant was a referent in the Mineral Oil Department of the Reichsministry for Economy and states, that planning and development of mineral oil-economy was undertaken from the economical point of view before the outbreak of the war. Adaption of the supply to the demand and saving of foreign exchange, those were the points with the help of which the Reichsministry for Economics influenced the Mineral Oil Economy. There was no free enterprise of the Industry during the war as far as expansion was concerned. Expansion was effected by official order, the respective undertakings had to submit statements to the GEBRUEHRE as to the need for construction, which on their part had to be approved again by the highest Reich authorities. The Economic Group Fuel had nothing to do with the planning and execution of the expansion.		Buo.277
77	<u>Affidavit of Gottfried GRIEBEL, dated 12 February 1948</u> The affiant in his capacity as director of the Mineral Oil Group of the Office for War Economy of the OKW, knew the state of the German Mineral Oil supply and states, that the German production was entirely insufficient for war needs. From the increased production - demands of the Industry one cannot draw the conclusion that an aggressive war had been intended.		Buo 221
79	<u>Affidavit of Ministerial Councillor retired, Walter ROSENKRANTZ, dated 16 February 1948.</u> The former director of the Section "Supply" in the Mineral Oil Department of the Reichsministry for Economics states that, because of the motorization an increasing demand for Mineral Oil existed before the war and there was a need for increased import also in view of the too low production; the lack of foreign exchange therefore		Buo.224

Confidential.

Report

on the oil conference at Ludwigshafen a.Rh. on 1 September 1932.

• • • • •

II. Technical Problems.

a) Development of Hydrogenation at the Standard Oil Company.

Dr. HER elaborates: There took place in the past weeks in America a series of events in the field of hydrogenation which are of importance both to the Standard Oil Company of New Jersey, and to the IG as well.

In July about 90 per cent of the oil companies in the USA, which on the occasion of the foundation two years ago of the Hydro Patents Company had acquired shares of that company, have become true partners by buying additional shares according to the licensing scheme established by the Standard Oil. This shows that hydrogenation is considered an important factor in the future development of oil industry and will result in the Standard Oil disposing within the next years of means enabling it to promote hydrogenation on a large scale, particularly experiments dealing with aromatization. Thanks to the final foundation of the Hydro Patents Company, there has approached the possibility that

installations for hydrogenation will be built also by other American oil companies in the near future. For the IG this means more returns from licenses - in addition to the payments hitherto made by the Standard Oil Company.

After two years of business experiences the Standard Oil Company has now considered it the right moment to make hydrogenation known to the broad public. For this purpose representatives of the press, of technical periodicals and of firms interested in the matter were invited to visit early in August of this year one of the two 5 000 bbl/day hydrogenation plants of the Standard Oil Company in Bayway. As publications show, the visit has left a very favorable impression.

A few days thereafter, the Standard Oil Company put on the market the first product explicitly designated in propeganda as a product of hydrogenation, that is a hydrogenous lubricating oil under the name of "Essolube". This type of oil had been put to long practical tests beforehand and has proved superior to lubricating oils produced from the best Pennsylvanian oils. Let it be mentioned that - just as in the case of the Leuna gasoline - also in introducing this new product, initial difficulties did not fail to materialize despite the good quality. Relying on the judgment of big autobus companies, who have termed this oil as the best oil they have ever been using,

the Standard Oil Company, by a large-scale propaganda effort, is now bringing its "Essolube" on the market. In so doing, it expects to increase sales in such a way - presumably also by exports - as to be able to run three of the hitherto available four hydrogenation units for the purpose of improving lubricating oils. In spite of its superiority in quality, hydrogenous lubricating oil sells at the same price as the #1 motor oils hitherto on the market. It combines the advantages of the valuable paraffin (Pennsylvanian) lubricating oils: great oxidation resistance, high viscosity index, long life, together with the advantages of the naphtha oils: low solidifying point, slight coke residue. The manufacture of "Essolube" promises to yield a handsome profit, even at a time when the good quality of Pennsylvanian oils is no longer as well paid for as previously. At any rate, the Standard Oil Company considers it cheaper today to produce a first-class motor oil (viscosity = 90-95) by hydrogenation than a type of oil of the same viscosity from Pennsylvanian oils according to the hitherto known process.

After this success, one is approaching again the difficult problem of producing knock-proof gasoline, the so-called process of aromatization. Whereas for the purpose of lighting oil/lubricating oil production, a unit of the Standard Hydrogenation Plant has been running without any trouble for more than a year, there have been

in the course of the experiments concerning aromatization, a series of difficulties which, it is true, are not of any fundamental nature. The experiments are now to be continued energetically since the production of knock-proof motor fuel is at present the most essential field for a great expansion of hydrogenation.

In a similar way as in Germany, the average anti-knock value for gasoline has risen also in America to about 0,16 during the past years. By a modern development of the cracking process, the Standard Oil Company has adapted itself to this demand of the market. But the American market now demands about 20 per cent of the necessary gasoline (about 10 million tons) in form of fuels which are equivalent to aral, for which only about 400,000 tons of benzol, in other respects only tetraethyl lead, which is little appreciated particularly because of its poisonousness, are available. So far it has proved impossible to produce these high-octance fuels economically by way of the cracking process, and it is not probable that this will be accomplished at all by this procedure. In contrast, the process of aromatization, developed by us, is eminently suitable for this. Even with the previous contacts, estimates of costs which were made on the basis of the existent experiments look favorable. Beyond that, aromatization with new contacts, which is in the stage of experimentation on a small scale at Ludwigshafen at present, begins to compete with the cracking process also in the production of normal gasoline with an anti-knock value of 0,16.

Of course, every improvement of the market situation increases the prospects of hydrogenation since in it the utilization of the basic oil is by 75 - 100 per cent better than in the cracking process.

In the course of time, hydrogenation plants could be considerably simplified, so that the Standard expects that the construction of a new aromatization plant for 5 000 bbl/daily production will cost less than 2 million dollars, whereas the construction of the first hydrogenation plant in Bayway ran up to about 5 million dollars, that of the second plant in Baton Rouge to about 3,5 million dollars. The Standard Oil uses its 100 bbl/experimentation plant now for the production of relatively well paid special products, such as, e.g., a scarcely inflammable safety-fuel for motor-boats and aircraft motors. In the next time special solvents for the dye, varnish, linseed oil, soap and textile industries, as well as a substitute for benzol, shall be put on the market.

Under the same viewpoint of as little as possible capital investment, the Standard Oil Company has shown utmost interest also in a non-hydrogenation product of the IG. It is a synthetic oil which, according to observations made by the Standard Oil, has the quality to lower the solidifying point of paraffin-containing lubricating oils, if added to the latter in very small quantities. The Standard Oil Company has introduced this type of oil with great success under the name of "Parafflow" into

the American oil industry as well as into the world outside of Germany. It estimates total sales in 1932 at approximately 300,000 gallons (that is about 1,000 tons). This product is identical with the solidifying point improver which is being manufactured by us and sold through the DMG.

In conclusion I would like to add that the cooperation with the Standard Oil Company in technical respect has developed in an absolutely satisfactory manner, in spite of some difficulties which must be regarded as unavoidable in view of an experimentally so difficult and costly field, and which have moreover been considerably intensified by the general economic situation and in particular by the depression in the oil business. It must be considered, however, that in essence the IG has been and is the one who gave more than it received in this process. We hope that closer relations will gradually develop also in the German business with the DMG.

.....

I, Dr. Kurt HARTMANN, assistant of the Defense Counsel Helmut HENZE in Case VI before the Tribunal VI, declare that the foregoing document is a literal and correct copy of the original transcript concerning the oil conference on 1 September 1932, covering pages 1 and 9 - 13.

Nuernberg, 20 January 1948.

signed: Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)

Confidential

- 1 -

REPORT

about the 5th Oil-Conference in Ludwigshafen a/Rhein, on 26 September 1933 in house "Lu" I at 14:30 hours.

Present: The gentlemen mentioned on next page

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are

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II. New Application of Hydrogenation.

tier

- 1.) Negotiations with the Ruhr-Industry.

.....

- 2 -

In the summer of 1927 consultations concerning joint steps between the Ruhr and the I.G. were convened for the first time on the subject of hydrogenation of Coal and Coal-Tar. Negotiations were continued afterwards with Herr Dr. SPILKER, who is a shareholder of the "Kobersin A.G." which hold patent-rights in hydrogenation of coal (I.G. holding the rest of the shares) and who has put up a plant in Meiderich. This plant has been closed down again after a short time of experiments, as is well known. Negotiations with Herr SPILKER could not be carried to a conclusion, least not least on account of the high demands he made for the Gesellschaft fuer Teerverwertung (Tar-Utilisation-Co.) and/or their affiliated A.G. fuer Steinkohleverfluessigung (Coal-Hydrogenation). Besides there was a fierce struggle over patents. Herr Dr. SPILKER has also applied for some patents which, however, are of no great practical value. On the whole, he has made things rather difficult for us and cost us much money and trouble (Tar-Molybden-Patent).

After it had become known that the processing of coal is now principally developed just as far as lignite, fresh negotiations were started in Berlin on the 28 June 1933. (present: HASSLACHER, KNEUER, ROTT, DR. MUELLER, SOHN). It was agreed that a commission was to be appointed by the I.G. and the Ruhr to examine

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all technical and economic questions concerning the production of fuel from coal. (Leading for the Ruhr: Herr Dr. ROTT, and for the I.G.: Dr. KRAUCH). Thereupon a conference took place on 14 July 1933 in Ludwigshafen (STINNES, ROTT, DR. MUELLER, SOHN, BROCHE), and it was agreed to undertake joint experiments in Ludwigshafen. The costs, amounting to RM 35 000 were to be borne by the mining industry. At the same time the question of the most practicable production of Hydrogen was to be solved. The experiments started on 7 August 1933 and were concluded on 3 September, as to plan.

The Ruhr sent us 2 kinds of coal, a STINNES- and a KRUPP-coal. We had our experience already with BRASSERT-coal and with British Coal. We demonstrated to the gentlemen:

BRASSERT-Coal
STINNES-Coal
KRUPP-Coal
THYSSEN-Coal.

The experiments were carried out in a 10 liter sump-furnace. The medium-oil thus produced was then processed in a 5 liter-furnace in gas-phase into benzine. The benzine produced showed an octane-number of approximately 69-70. Samples of the intermediate- and final-products have been dispatched to the Ruhr.

Herr Dr. ERGICH(STINNES-Mines) has meanwhile himself drawn up an estimate of the costs which he is now going to complement after consultation with us. He is going to submit a

- 9 -

- 4 -

detailed report concerning the experiments.

After the experiments with coal had been carried through successfully, the Ruhr also had the idea to include the tar-hydrogenation since there is little use for the tar-distillates which formerly were exported to the USA.

The experiments had an effect also on the negotiations concerning benzol-refining for which no conclusion could be reached for some time past. A contract has now been made whereby 1 000 tons benzol are being refined now in Lu 35 by catalytic compression-hydrogenation against payment of M 80.- per ton.

The government is also highly interested ^{in coal-hydrogenation} /as for instance on account of the "Hibernia".

2.) Negotiations with the Lignite Industry.

a) BOEHLEN.

Last July the Saxon government approached us with regard to the hydrogenation of lignite and lignite-tar. Negotiations were first started in a conference in Berlin on 3 August 1933, continued in a conference in Dresden on 14 August 1933 and in a conference and simultaneous inspection of the large-scale power plant of Boehlen. This large-scale power plant had been erected after the war at a cost of 170 millions with an output of 140 000 kilowatt. In 1931 the coal output was 2,2 million tons (50% H₂O), and besides 0,8 - 1 million briquettes were turned out. The coal can be compared

- 5 -

roughly with the Hermine-Henriette coal, it contains, however, a little more ash, less C and more H in relation to clean-coal. The tar is comparatively rich in hydrogen. It is believed that as a beginning the Reich government will support the scheme with RM 5 million, and experiments are to be made, as to whether it is possible to manufacture benzine to the amount of 15-20 000 tons annually either directly by liquefaction of coal or by hydrogenation of the tar produced by low-temperature carbonization of the coal. The Saxon government mentioned a price of 25 Pfennig per Kilo. We have been requested for the elaboration of a temporary working-plan until 15 October 1933. New experiments will have to be made for a comprehensive plan (so far only samples have been under examination). It will be rather difficult, of course, to make the plant work on 25 Pfennig per Kilo benzine considering its small size. The idea has been broached already, if the tar-production could not be increased and the tar be sent to Leuna in exchange for benzine. That would be the best solution for the time being for both parties. It is an open question, though, if this will be feasible in view of Prof. SEIDENSCHNUR's endeavours (Kohlenforschungsinstitute (institute for coal research) in Freiberg/Saxony) who acts as an advisor of the Saxon Government and is alleged to have discovered a process of hydrogenation of lignite-tar independent of our patents.

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(page 6 of original)

b) Deutsche Erdoel A.G.

Furthermore, a short time ago, the D.E.A. has approached us. In their coal mines in Altenburg/Sa., the lignite production during the year 1930 amounted to 5 million tons. Besides, 1,8 million briquettes were manufactured. The D.E.A. is proprietor of the mineral works Rositz where, with a capacity of 70,000 tons per year, 54,000 tons of tar were produced and processed in 1930. Besides, about 15,000 tons of crude oil were processed there. The cracking of tar is also under consideration there, a process in which about one half of pitch and 25% of gasoline would be produced, as well as low-temperature gasoline (Schwulbenzin). The negotiations are only in their preliminary stage. We have asked for samples.

3. Plans of the I.G.I.

After various preliminary discussions and small-scale experiments in the spring of 1931, a coal furnace No. 500 with a furnace capacity of 200 liters was heated from 20 September until 19 October 1931 with British coal, financed by the I.C.I. (2 x 100,000 Mark). The largest part of the experiments was carried out with BENTLEY coal, a species of coal containing about 83% of C. The coal is somewhat similar to BRASSERT coal, but contains chlorine. The experiments in the big furnace fully confirmed the results obtained with the small-scale apparatus.

The exchange of experiences between the I.G. and the I.C.I. was continued in 1932, and in February 1933 the

(page 7 of original)

I.C.I. submitted a scheme for the processing of coal in a large-scale plant. On the occasion of subsequent visits by the gentlemen of the I.C.I., the details of a large-scale processing plant for 100,000 tons of gasoline were discussed.

In June 1943 the British Government decided to grant a tax abatement to national producers of gasoline. The national fuel producers are guaranteed an advantage of duty of 4d/ per gallon for 9 years, or a correspondingly higher advantage for a shorter term. As the present duty is 8d per gallon i.e., 200 Mark per ton on the basis of the gold standard, and so far there has been no mention of any compensatory tax, the I.C.I. for the time being reckons with a duty advantage of 200 Mark per ton of gasoline. This tax abatement will come into force in the fall only, but the I.C.I. believes it to be certain that Parliament will pass the law.

Immediately after the publication of the tax abatement the I.C.I. decided upon the construction of a plant for 100,000 tons of gasoline from coal. To operate this plant a total amount of 370,000 tons of coal is being used per year. I.C.I. has announced that they have to newly invest 2,5 Million lb. sterling for the completion, a sum equivalent to what would be our estimate for the construction of a new plant of 100,000 tons under German conditions. Pending construction the I.C.I.

(page 8 of original)

will employ 7,000 men directly and 5,000 men indirectly, i.e. a total of 12,000 men, for one and a half year. To operate the plant, 2,500 men are to be employed directly and approximately as many indirectly.

4.) Italy.

a) Albanian Crude Oil.

At the end of 1932 the R.O.M.S.A. (Raffineria di Oili Minerali Soc. An. Fiume - Mineral Oil Refinery Ltd. Fiume) which, with decisive participation of the Government, deals with the supply as well as with the sales of fuels and also has a considerable partnership interest in the Italian railroads, approached us through the I.R.E.C., requesting us to examine the question whether Albanian crude oil which, according to their statements, has been made available in large quantities, may be refined by hydrogenation. On the basis of a laboratory test and of our experiences with similar oils an estimate was given and in May 1933 an Italian commission (led by JACOBINI, EPSTEIN, VELANI and 2 other gentlemen) made a visit in Ludwigshafen, together with Mr. TILMANN of the I.R.E.C. In the course of the negotiations the Italians asked for a certain guarantee which the I.R.E.C. sought to obviate by proposing to the Italians that the Standard as well as the SHELL companies should be partners in the construction of the plant. The plant is to be erected in Bari in southern Italy and

(page 9 of original)

is to make possible the processing of 150,000 tons of crude oil per year.

The oil in question furnishes 43,5% of gasoline in the cracking process (experiments of Universal Oil). Composition of the crude oil:

approximately 15% gasoline
25% medium oil
60% residue over 325° C.

The residue contains several percent of sulphur, is of a rather heavy, basically bituminous nature and probably represents the most difficult oil we ever dealt with.

From 4 September until 15 September, in the presence of the Italians and of the gentlemen of the I.F.E.C., we then carried out methanic phase experiments (Sumpfphaseversuche) in a 10-liter furnace as well as gas phase experiments (Gasphaseversuche) on a smaller scale.

Apart from unexpected difficulties encountered initially in the heating process, the experiments turned out to our full satisfaction. By the use of the new contact in the gas phase, about 820 kg of gasoline are obtained from 1 ton of oil. The experiments are now being consolidated, the plant is being discussed in common with the I.F.E.C. The plant in Italy is to run on gasoline.

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I, Dr. Kurt HARTMANN, Assistant of Defense Counsel Attorney-at-law HENZE in case 6 before Tribunal VI, certify that the above document is a literal excerpt copy

Document Book III BUNTESFISCH
Document BUNTESFISCH No.114
Exhibit No.

(page 10th of original)

of the original minutes of the 5th Oil Conference, on 26 September
1933. From pages 1, 7, and 8 - 14.

Huornberg, 31 January 1948

(signed): Dr.Kurt FARTMANN
(Dr.Kurt Hartmann)

Confidential

R e p o r t

concerning the sixth oil-meeting in Ludwigshafen a.Rh. held on
7th December 1933, at 14:30 hours, in building Lu. 1

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III.	<u>Technical questions</u>	
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2)	Discussions concerning other spheres (Ringer)	30 - 34

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page 12:

- 2) Hydrogenation of bituminous coal and coal products, their
importance with regard to the Chemical Industry. (Pier)

In the Sparte-meeting (branch) of 26 September 1933, the future possibilities of products obtained from hydrogenation of bituminous coal, as basic material for the Chemical Industry, especially for the dyestuff production, were referred to. Up till now, coal-tar, as everyone knows, has been the main source of basic chemical materials, necessary for the manufacture of dyestuffs and pharmaceutical articles, especially so, as it contained a great many aromatic substances, which can relatively easily be isolated.

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Because of their composition the products obtained by hydrogenation of bituminous coal are more suitable for the production of pure substances, especially for that of aromatics, than those of lignite, as bituminous coal has an aromatic base. If the tar obtained by hydrogenation of bituminous coal, also as a result of its formation in the presence of hydrogen and catalysts, has a higher content of hydrogen than the coke tar obtained at a high temperature, the products obtained through hydrogenation

Page 13

are nevertheless easier to dehydrate and it is relatively easy to separate individual chemical substances. Furthermore, hydrogenation of bituminous coal offers the opportunity to discover new substances which the coke-tar does not contain as coal contains only 1% of the latter

(page 3 of original)

and as it is formed mainly through condensation, whilst in the hydrogenation process 90 to 95% of the coal substance is being reduced and thus there results a much richer and more varied raw-material containing approximately 70- to 80% of coal substance.

The main demand of the I.G., with regard to bituminous coal products, is for Benzol and Naphtalin. Their extraction, by means of hydrogenation, though it is possible, does not appear worth while at present, in view of the low price of these products.

With regard to special products such as Fluoren, Pyrene, Chryseno, the price of which amounts to several Marks per kilogram, the question is a different one. If it would be possible to extract such substances in the course of hydrogenation, an independant raw material base would be created, and the dyestuff industry based there upon, could develop and operate on cheaper lines as previously and would thus be able to expand the market with regard to such substances and also to spread them over new ones.

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Page 23:

IV. Visit of Haslam.

- 1) Discussion concerning hydrogenation in Ludwigshafen and in the
Esque, on 1st and 2nd December 1933. Pior.

On the strength of the satisfactory results obtained in gasoline-ization in the gaseous phase by the adaption of the new contact 5058 in Lu 35 and, subsequently, in the Luna plant and in the course of the Standard's own experiments in Baton Rouge, the Standard again shows a keen interest in the production of gasoline by hydrogenation of gas oil and is contemplating its technical execution in its plants. As is known, up to the present the Standard Oil used hydrogenation only in the production of lubricants, Essolube and, to a small extent, of solvents in the Bayway and Baton Rouge plants, owing to the low oil quotations and the unstable market situation.

Adopting high throughputs, the gasoline production with contact 5058 yields gasoline outputs of 110 - 120 vol.%. The Standard thinks that owing to the pro-rata system, viz. the restriction imposed by the government on the gasoline production a certain scarcity of oil may be expected as early as next year which is bound to compel the oil industry to adopt hydrogenation in the gasoline production.

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Page 24:

Furthermore, it must be borne in mind that the Standard is putting on the market a gasoline with a high amount of parts of low boiling point under the name of "Essolene" and is compelled to buy these parts of low boiling point as casinghead at a comparatively

high price (9¢ per gallon in the harbour of New York as against a price of 6¢ per gallon for normal gasoline). If hydrogenation with contact 5058 is adopted, these light parts will be produced in sufficient quantities. Using contact 5058 it is even possible to produce a gasoline corresponding to the casinghead in regard to boiling point and the other properties.

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Page 25:

As base materials the Standard proposes to use in the first place gas oils, in particular the recycle gas oil which is generated in the cracking process. While yielding only a small output of gasoline owing to their high specific gravity, these gas oils yield much fuel oil and may therefore be transformed into gasoline without difficulties, by contact 5058, resulting in an output of 111 - 119% of volume, that is, 92% of weight.

Having regard to this process, the Standard has worked out estimates of cost which it already made public, partly, in a lecture before the world oil conference. These estimates show in all cases an advantage of hydrogenation by contact 5058 over the cracking as soon as a gasoline price of 4¢ per gallon has been reached. Of course a hydrogenation plant involves higher investments than a cracking process. However, the surplus profit from the products of hydrogenation

results in a sufficiently advantageous rate of interest for the capital additionally invested in the hydrogenation. The Standard carefully has worked out these comparative figures for cracking and hydrogenation in regard to a number of gas oils, basing its calculations on the results of hydrogenation and its own cracking results

Even at a gasoline price of 5 $\frac{1}{2}$ ¢ per gallon, therefore, most of the oils in question will pay 100% interest and more. In order to obtain further support for these figures and to get hold of data for publication independent of its own cracking process the Standard will have estimates of investment and profitableness in comparison to the cracking process worked out by the well-known installation company of KELLOGG, based on the required installations for hydrogenation.

Page 26:

Quoting the above figures, during the Hague discussions with SHELL, Herr Professor FASLAM reported on the prospects of gasolinization by hydrogenation with contact 5,058 of cracked gas oils. As we knew already, the SHELL is keenly interested in the production of gas oils, having in mind the hydrogenation in the methanic phase for the transformation into gas oils of crude oil, oil or cracking residues. The SHELL think

that in future, with the progressive development and widening scope of the DIESEL engines there will be a sharp rise in the demand for gas oils which it will not be possible to meet by cracking.

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Page 30:

Ringer

2.) Discussions on other subjects.

Herr Professor HASLAM visited us from 20 to 29 November 1933. Apart from various questions concerning hydrogenation the following common spheres of work of the Standard and the IG were discussed with him:

a) the processes so far incorporated in Jasco.

Acetylene project and oxidation of paraffin.

The experimental plant for the extraction of paraffin started November last. A crude gas containing 14% acetylene plus homologs is being obtained. The electric arcs have 10% more capacity than had been estimated.

The processing into acetaldehyde - acetic acid of the acetylene has been in progress since the middle of this year. The Standard is satisfied with the results of the experimental plant which at most stages come up to the estimates. . . .

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Page 31:

In the oxidation of paraffin, a number of substantial improvements, such as saponification at high temperatures under pressure, redistillation of the residues resisting saponification, production of alcoholic sulfonates, were worked out in Oppanol. It is being examined to what extent these improvements should be introduced into the Baton Rouge experimental plant.

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b) Oppanol.

Production from tertiary butylene alcohol of the highly molecular polymerisation product called Oppanol and extracted from Isobutylene has been in progress since the middle of this year in an experimental plant in Bayway. The production capacity is 1,5 tons per day. A lubricant containing an admixture of Oppanol will be put on the market in the course of this winter under the name of Uniflow by the Pennsylvania Lubricating Oil Co.

Page 32:

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The Standard will launch a propoganda campaign on its own initiative should the oppanoliferous lubricant prove to be without shortcomings in practice.

The Standard expects to sell Oppanol concentrates to the other oil companies later on.

The amount of the royalties for the Oppanol has not as yet been fixed. The royalties will accrue to the SIG, so far as the Standard use the Oppanol for their own lubricants, otherwise to the Jasco.

c) Voltol.

Standard lately has been very interested in lubricating oils containing Voltol, since Voltol oils of the firm of Shell and of a firm in Gent, "Elektrion", are said to have shown good results in practice, especially regarding "ring sticking" in the case of aviation oils. The Voltol oils contain approximately 5 % voltolized mineral oil and 5 % voltolized fat oil. Standard requested the collaboration of the I G in this field. SIEMENS has the greatest practical experiences. It is to be determined whether SIEMENS is prepared within certain limitations to collaborate with I G and Standard in the field of Voltol.

d) Dye stuffs for lubricating oils and gasoline, anti-oxidation agents.

The dye stuffs department Lu now has developed lubricating oil dye stuffs, which are satisfactory and are judged favorably by Standard.

Page 33:

Prof. HASLAM has taken samples with him.

Our gasoline dye stuffs have not yet found a market with Standard. Prof. HASLAM pointed out that in the

+ 10 -

U.S. about 80 % of the gasoline types were dyed. Of this business
the I G had only 2 %.

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Page 34:

f) Insecticides.

Standard has shares in the California Spray Co., which sells
insecticides predominantly based on emulsified oils throughout the
world. HASLAM, in view of the interests of I G in this field, suggests
collaboration.....

.....

I, Dr. Kurt HARTMANN, assistant of the Defense Counsel, Attorney
HENZE, in Case 6 before Tribunal VI, certify that the above document
is a literal copy of excerpts from the record of the 6. Oil Conference
on 7 December 1933; i.e. from pages 1,12,13,23,24,25,26,30,31,32,33
and 34.

Nuernberg, 31 January 1948.

signed: Dr. Kurt HARTMANN

(Dr. Kurt HARTMANN)

MINUTES

of the meeting of the TEA (Technical Committee) on Thursday,
15 February 1934 at 9:30 A.M. in Frankfurt on Main.

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Page 2:

I. HYDROGENATION.

BUETEFISCH.

During the deliberations the continuity of the total production in the Ammonia plant Merseburg with due consideration of the extension of the hydrogenation plant is described. By the manufacture of about 300 000 tons of gasoline the major part of the Nitrogen primary plant, which, except for the still current production of about 200 000 tons of Nitrogen, has been idle up to now, is again included in the manufacturing process.

The total production of Nitrogen, Methanol and gasoline will bring about a utilization of the plant in 1936 which approaches the full use of the plant in 1936. The expected large scale productions will reduce the general costs of the individual products, and there are justified hopes that the prime costs of hydrogen, which is the major factor for all products, will be reduced.

I, Fr. Kurt HARTMANN, assistant of Defense Counsel Helmut HENZE in Case VI, herewith certify/that the fore-going is a literal excerpt from the photostat before me of the minutes of the TEA-meeting on 15 February 1934, i.e. from pages 1 and 2.

Nuernberg, 5 February 1948.

signed: Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)

Confidential.

REPORT

on the second Oil Conference

in Ludwigshafen on Rhine, on 16 May 1934 in Lu 1.

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- 2) Project of a bituminous coal hydrogenation plant
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- 3) Which chemical processes are carried out at Riebeck?
 - a) Smouldering process of lignite, processing of lignite
tar and light-weight oil 25 - 30
 - b) extraction from lignite 30 - 33

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Precious carbo-hydrates with a low boiling point, such as Benzol, Toluol and Xylol, are contained in coal gasoline only in such negligible concentration that at this juncture it is out of the question to produce them directly. However their quantity can be increased by "Aromatization" (de-methylizing, dehydrating etc.) at a high temperature, and then about 5 000 tons of Benzol, 10 000 tons of Toluol and 11 000 tons of Xylol may be derived from a gasoline production of 100 000 tons. Xylol may be transformed into Toluol with a good yield.

Higher aromatics, which might be of special importance for example for the manufacture of dye stuffs, are being

isolated according to their

Page 13:

molecular weight from heavy oil or from the highest boiling constituents of middle oil.

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Page 19:

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.....furthermore, an experiment on a larger scale in a 700 liter furnace was carried out for the ICI, first with British coal, then with BRASSERT coal.

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At the moment, plants for the hydrogenation of coal are being planned at several places.

Page 20:

In Great Britain, a plant for the hydrogenation of coal is being constructed, use being partially made of shut down ammonia plants. This plant is to go into production at the beginning of 1935. Thus, the hydrogenation of coal is being introduced - with our support of course - from different quarters.

Document Book III BUETEFISCH
BUETEFISCH Document No. 53
Exhibit No.....

- 4 -

I, Dr. Kurt HARTMANN, assistant to Defense Counsel HENZE,
attorney-at-law, in Case 6 before Tribunal VI, assure that the
above document is a true and correct copy in excerpt from the
original of the memorandum on the 2nd oil-meeting of 16 May 1933,
i.e. from pages 1,17,18,19 and 20.
Nuernberg, 31 January 1948.

signed: Dr. Kurt HARTMANN

(Dr. Kurt HARTMANN)

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Confidential.

REPORT

on the 2nd oil-meeting of 17 December 1936, 1500 hours, at Berlin.

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a) Technical stage of development of hydrogenation.

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Page 8:

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During the past year an agreement was concluded between STINNES
and IG on extraction and hydrogenation; a plant for extraction is
already under construction.

- 2 -

As far as foreign countries are concerned, the ICI in Great Britain is undertaking the hydrogenation of a more aged coal, contents 84 - 85% C₁ at Billingham. The plant is equipped only for a pressure of 250 atm, i.e. 190 atm H₂, thus allowing for the partial pressure of hydrogen which is so important for the decomposition of asphalt to be adjusted to only a low level. Besides, the ICI has yet to overcome difficulties in the processing of residue, as obsolete furnaces are being used for the low-temperature distillation (Schwelung). ICI intend, however, to order now a new spherical furnace for low-temperature distillation (Kugelschweelofen).

Italy has also come to an agreement with the IHEU, on the basis of which two plants of a capacity of 150,000 t gasoline each will be constructed at Bari and Livorno. The crude oil to be used will come from Albania. The preliminary experiments with this oil, containing a high percentage of asphalt were carried out at Ludwigshafen. Parts of the machinery are being ordered in Germany.

Page 9:

Japan has made the hydrogenation of coal also a part of her Seven-Year Plan. The French Government has also shown interest in this matter. But first of all, matters should be cleared up with the Mines des Bethune who are hydrogenating coal on a small scale without the circulation of the rubdown oil (Kreislauf des Anreibeeols).

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Page 10:

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- 3 -

In the gaseous stage 2 new catalysts were introduced. They are of advantage in the production of gasoline because they effect a weaker hydrogenation and thereby gasoline of a more aromatic nature.

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Page 11:

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This new catalyst is particularly suitable for the production of toluol, and is being tested in a large scale experiment at Ludwigshafen for that purpose. In only 10% gasification of bituminous coal - middle oil,

Page 12:

gasoline of 40 - 50% aromatics (Aromaten) and ca. 10% toluol is obtained. The toluol can be profitably isolated and produced in a pure state by the use of propane-SO₂ and subsequent distillation.

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I, Dr. Kurt HARTMANN, assistant to Defense Counsel HENZE, attorney-at-law, in Case 6 before Tribunal VI, assure that the above document is a true and correct copy in excerpt from the original of the memorandum on the 2nd oil-meeting of 17 December 1936, i.e. from pages 1,6,8,9,10,11 and 12.

Nuernberg, 31 January 1943.

signed: Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)

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A u s z u g

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The Mining Journal

February 5, 1944

WAR RECORD OF I.C.I.

Lord McGowan's Review.

Speaking at the Glasgow Chamber of Commerce, February 1, Lord McGowan, for the first time since the war, raised the veil on I.C.I.'s war effort. He regretted he still could not tell more than small part of the company's manifold activities and he was only persuaded, to tell that much because he was convinced that the time had come for industry to be less secretive about its achievements.

The system of private enterprise, upon which Britain's national greatness had so largely been built, was under fire. There were specific charges openly made, but a wealth of misrepresentation and innuendo designed to create the impression that existing methods of conducting industry and commerce had failed, and leading to the argument that the substitution of operation and control of industry by the State would presently usher in a new Utopia. Much of this criticism arose from ignorance, and the effective answer to it was to give facts, more especially since industry had been too prone to adopt a policy of silence. It should be the duty of industry to tell the public

- 2 -

more about what it was doing, what it could do, and meant to do. "Still more do we owe this duty", said Lord Lugowan "to our employees, the management and labour, who have devotedly stuck to their work during more than four years of strain and privation, and have seen that the country, whether troops in the field or housewives at home, have had the goods they need, and in the quantities they need." I.C.I. took no special credit for their performance. What it had done and was doing, had been and was being done just as well and successfully by other great companies in Great Britain.

Magnitude of I.C.I. - Because of its size I.C.I. was a favourite target with critics. It had now over 120 000 employees, in addition to some 15 000 active service at home or overseas, but the peacetime personnel was far smaller, round about 70 000. If I.C.I. looked big to British eyes it was relatively small compared with great firms of the U.S.A. or Germany. The German I.G. Farbenindustrie employed about three-times more people, while United States firms like United States Steel and General Motors, with over 200 000 employees each, quite dwarfed I.C.I.

Synthetic Spirit. - I.C.I.'s war effort started in 1935. For some years previously it had conducted research on the extraction of oil from coal at a cost of no less than £ 1,000,000. In 1935 the company decided to erect, at a cost

of

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of nearly £ 3.000.000 a large plant to produce petrol from British coal and tar. That decision was carried in the face of strong opposition in Parliament and from the Press. I.C.I. were then accused of gambling with "shareholders" money, and of wasting money and energy by making something which could be brought from overseas much more cheaply. What had happened? Before the war that plant gave much new employment at a time when unemployment was rife. It used British coal to make motor spirit instead of this being imported. Its operation afforded technical experience which was very valuable when applied to other products. From the national aspect it was vital. It enabled I.C.I. to place all its information regarding the production of motor and aviation spirit at the disposal of the Committee of Imperial Defence in 1937, and to play the leading part when, in 1939, the Air Ministry decided to erect a new plant to produce the special fuel needed by the Royal Air Force. Nowhere else in the Empire were there men with experience of the hydrogenation process, consequently not only did the major responsibility for the design and erection in the Government plant fall to I.C.I., but it was to-day managed by I.C.I. This had naturally involved the transfer of a considerable number of expert staff and workpeople, thus throwing added burdens on those remaining at the original plant.

Impossible Under State Ownership. - The decision I.C.I. took in 1935 had meant that Britain had been able, throughout

the war, to rely on hundreds of thousands of tons of the highest grade aviation spirit manufactured in this country. "I ask you", said Lord McGowan, "what State department, what body of civil servants, what ministers in Parliament would have dared to take the commercial risk involved in the decision which private enterprise took in 1935? Or, in the unlikely event of their daring to do so, what chance would there have been of getting it through Parliament, which would criticize the venture on every ground, and not least that it was an unjustifiable risk of public money?"

The next landmark in I.C.I.'s war effort was in 1937, when the Government embarked on their rearmament programme. It had to do with the manufacture of cartridge cases for artillery and small arms. It was indeed difficult to exaggerate the service which I.C.I. had rendered the Government here - a service only made possible as a result of years of research and experience in the markets of the world. During the war of 1914 - 18 only a small variety of small arms ammunition was necessary, but, with the development of air and mechanized warfare, the number of types had been increased enormously. With its wide experience I.C.I. had been able to build for the Government a number of small arms shadow factories, which have since been in full operation under I.C.I. management. Despite the drastic dilution of personnel which the staffing of these factories necessitated, I.C.I. had been able to

devise new methods for the more efficient production of other different types of ammunition, some of which had previously been hand filled and had been unknown in the last war. Without the experience and energies of I.C.I. staff and workpeople the nation's extraordinary demands for shells and cartridges of many varieties could never so promptly and efficiently have been met.

Building of Government Factories. - Probably the largest and most important contribution, measured in terms of manpower, which I.C.I. had made was the erection of factories for the production of materials necessary for war, the prospective demand for which could not possibly have been supplied by pre-war plants, even where such plants existed. The size of this effort might be judged from the fact that I.C.I. had been responsible for building entirely new factories involving the expenditure of £ 61.000.000, to make materials of which I.C.I. either had manufacturing experience or on which it had carried our research. These factories belonged to the Government, but to I.C.I. must go the credit for having built them and for operating them. All this too had been in addition to extending its own factories to give greater and greater supplies. Not only had I.C.I. to build the plants, but to train Government personnel to operate them. Naturally it had made freely available to the Government all its technical informat-

ion

ion, the result of years of experience in the various fields. I.C.I. had also built, at Government request, a number of plants not connected in any way with the normal work of the company a notable example being the plants recently erected for the dehydration of vegetables.

Industry The State's Reservoir For Trained Personnel. - Lord McGowan asked this question. "Here do our critics thank that the peacetime Government of a democracy keeps the army of experts that becomes necessary on the outbreak of war, not only to reorganize the production of foods as well as of industry on a war footing, but to direct and manage the huge Governmental ministries which take the place of the routine departments of Whitehall? The answer, of course, is that they do not keep such a force, nor could they or any government of a democratic country. The cost would be staggering and the energies of men required only in war; would atrophy in idleness during peacetime, instead of being kept sharp by constant competition as they are under the system of private enterprise. The only reservoir upon which the State can draw in the hour of emergency is provided by the great enterprises of the country whose personnel and plant have of necessity to be kept up to the highest pitch of efficiency in order to secure for Britain a share in the trade of the world."

Key Men for Government work - "Some play has been made

of the number of men from I.C.I. who are found in responsible positions in the various ministries. Why is this? Not, you may be sure, because at a time of such pressure on us we wish to lose so many of our best men. Nor, as is more fancifully suggested, because we desire, by some mysterious means, to influence ministries in our favour, but solely because nowhere else, except in the great firms, can the State find men with the necessary ability and experience of managing largescale operations. Only undertakings of the largest size can serve as training grounds for supply and service ministries in time of war. It was, therefore, to largescale industry that the Government rightly turned for help in staffing such departments as the Ministry of Supply, Ministry of Aircraft Production, and the Ministry of Economic Warfare. For its part I.C.I. responded by seconding a large number of able officials, all of whom could ill be spared. No fewer than 2,500 of our senior staff and key men are in Government employ. These include three of our executive directors."

After outlining the great assistance afforded to agriculture including production of animal foodstuffs from straw and chaff, Lord McGowan paid tribute to:

British Inventiveness - He noted that in each instance he gave I.C.I. ability to help rested largely - though by no means entirely - on its penicillin research. The very exis-

tance -

tance of I.C.I. was based on research kept efficient on the whetstone of competition. The amount of research and invention which had taken place since 1939 had astonished Lord McGowan. "Alas, almost all this must remain secret for obvious reasons. I must, however, say this - that it is conclusive evidence that the British race has not lost that spirit of inventiveness which has distinguished it. When the history of this war can be written I am sure we shall find, that every new manifestation of enemy research, whether at sea, on land or in the air, has been matched, and more than matched by counter discovery in this country, to say nothing of the lead we have given to the Allies in all sorts of directions-connected not only with attack and defence, but with the health of the people. I need only cite the jet-propelled aircraft on one hand and penicillin on the other - both of them British."

Explosives - From I.C.I.'s nature it was obvious that the brunt of supplying chemicals and explosives for the nation's war effort had to fall on it. A large proportion of these chemicals, of course, were used in the same way in war as in peace - as essential raw materials in the production of all kinds of manufactured articles. A fair proportion were used directly in engines of war. When we heard of "block-busters" or "cookies" raining on Berlin and other

Gernah

German cities, or the shells fired by the guns of British armies in Italy we could remember that these were filled with explosives and fitted with fuses largely invented and developed by private enterprise.

Secret Weapons. - What needed special mention was the part that I.C.I. had played in the development and production of secret weapons, many of which naturally were still on the secret list. Britain had probably said less about her secret weapons than the Germans, but Lord McGowan felt that they had felt ours more than, so far at any rate, we had suffered from theirs. The number and efficiency of these new weapons were eloquent evidence of the inventiveness which still characterized the British people, but between the invention or devising of a new weapon and its final production in the huge quantities required by modern warfare there was a wide gulf fixed. This could only be bridged by patient research, adaptation, and improvement until the efficient weapon was evolved, as safe to handle as it was deadly to the enemy. In addition to weapons and propellants which I.C.I. experts had themselves devised, I.C.I. had been entrusted by the Government with the responsibility for perfecting and producing a number of secret weapons invented by outside experts. Why had it been given this responsibility? Again only because there was no other organization which so combined under the one direction a team of chemists, physicists, metallurgists,

metallurgists, and engineers used to working together on similar problems in the course of their peacetime duties. Such a working team, Lord McGowan declared, competent to consider almost any problem from all angles, could never have been built up and hope to survive in efficiency as part of the civil service of the country.

Paint. - Paint making was not a very romantic industry at any time, and less interesting than ever in wartime when all the gay colours of peace were toned down. The duties of paints in war were concealment and protection rather than decoration. Paint was indeed an essential munition of war and more paint was being used than ever before. Enormous quantities, for example, were necessary to protect tanks, guns, shells and ordnance supplies from sun or snow and for camouflage. Billions of yards of fabric had to be treated for special purposes. Acres of metal had to be coated to withstand the juices or acids of preserved foods. The Royal Navy and the Merchant Navy demanded vast supplies of special paints to combat the growths which form on ships, and which might increase the fuel consumption of 10,000 ton ship by as much as 14 tons a day. Besides these ordinary uses of paint there were all sorts of special uses - for the detection of dangerous fumes or poison gas, for protection against incendiary bombs and luminous paints to guide pedestrians or traffic in

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the blackout. Many of these were interesting, but perhaps the most dramatic illustration of the value of paints was provided by the Royal Air Force.

Some two years ago Fighter Command expressed to I.C.I. disappointment at the falling off in the high speed performance of metal aircraft due to deterioration of paintwork or damage to metal skins. This problem was investigated by I.C.I. and by recommending the adoption of a different method of painting and finishing, the problem was entirely solved to the satisfaction of the R.A.F. Experimental Flight. This method has now been standardized. It served to convince the R.A.F. of the importance of paint with the result that practically the whole of the training of the constructors for the R.A.F. had since been under taken by I.C.I. In addition an R.A.F. school for constructors had been running at an I.C.I. factory for over a year. This was scheduled to deal with 18 men or women a week, and already over 800 R.A.F. personnel had been trained here. Recently this service had been extended to the United States Air Command in Britain. What was the answer here? That the research and experience of private enterprise in the realm of paints and finishes had added several miles an hour to the speed of British aircraft. This was only one example, chosen because it is striking.

Drugs and Medicines. - Just as in peacetime Britain

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had been content to draw most of its food from overseas, it had also been content to rely on Germany for many of its medicinals and drugs. The need for large-scale manufacture of drugs and alternate specifics became, on the outbreak of war, as vital as the provision of food. A few years before the war I.C.I. had decided to enter the pharmaceutical field in a big way as dyestuffs were in some forms, a base for the production of drugs. Development in this field must always be slow, and when war broke out, I.C.I. had to produce - and quickly - products of which, because of war, the country would be short. In this it had been very successful. Previously the treatment of malaria needed the natural quinine, or the German product "Atebrin", so that when the Japanese overran the source of supply in the East Indies, the production of an efficient British specific was vital. I.C.I. had not been long in filling the gap. Whereas in 1940 it produced no more than 600,000 tablets of mepacrine, during 1944 it would produce over one thousand million! To-day the value of mepacrine was universally recognized. It was issued to our troops in the Near and Far East. Not only had I.C.I. supplied our own armies, but had even managed to send out supplies of the drug to the US. and Australian troops engaged in the jungles of the South West Pacific.

Mepacrine was but a small example. Lord McGowan also

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instanced

- 13 -

instanced penicillin - a discovery of another Ayrshire man, Professor Fleming - in the production of which I.C.I. had played and was playing a great part. Lord McGowan said he wished he could have told of the many thrilling discoveries of methods of baffling and beating the enemy, but the day to make them public was not yet.

New Discoveries for Peacetime

There were a number of I.C.I. inventions which would have great use in peace as well as war. Some of these lay in the realm of synthetic fibres. Great strides were being made in this field, but in Britain the strain of war work had so far prevented people making as much progress as they would have like. Lord McGowan was confident, however, that British discoveries would be of great importance of textile industries after the war. In parallel with this I.C.I. had made progress in Great Britain with the manufacture of the American-discovered nylon which had been required for war purposes. Britain could now rely on its own nylon for all its various post-war uses. This development was only one of the fruits of that agreement between I.C.I. and the great US. firm of du Pont which was under fire in the USA.

I.C.I. was also interested in a big way in plastics. Recently there had been a great deal in the Press about plastics and hopes have been held out that developments would be

revolutionary. While Lord McGowan confirmed the belief that plastics had great state of knowledge he did not feel justified in saying that they would usher in a new Utopia. Another I.C.I. discovery, polythene, was a new plastic material with many valuable properties. It was already being used extensively in the electrical field and in connection with submarine cables, high frequency and high voltage cables. Other uses would probably be as a bonding and finishing material for textiles and in the manufacture of other derivatives. It was also capable of being spun into yarn.

Lord McGowan reminded his hearers that perspex was another I.C.I. discovery. Perspex was now the standardized substitute for glass in aircraft, but was expected to register great developments for peace.

Lord McGowan said he could if permitted, extend the list indefinitely. "I could tell you about developments in such different directions as perfecting means of locating airmen or seamen adrift at sea; making antimildew finishes for webbing equipment or by fabrics used for wireless equipment", sealing compositions to make gastight the stitch-holes in the seams of textiles; camouflage materials for such different things as army horses, aerodrome runways or the sites of quarries; the production of synthetic flints for cigarette lighters, hitherto imported from abroad in experiments in fish

culture in Scotland and so on and so forth. He had tried, however, to give a picture by touching on some of the major phases of I.C.I.'s manifold activities. I.C.I. was proud to think that it had made safe at least a part of the nation's petrol supplies; that it had been able to ensure an adequate supply of all types of small arms ammunition; that it could lend so many of its best men to the country's service, in the field as well as in the various ministries; that its accumulated experience had been of value in the design, election and staffing of Government factories and in increasing the production of our farms and gardens; that it had met the demand for large supplies of medicinal and veterinary specified, for our armies overseas and for our people and our animals at home.

Peacetime Production Maintained. I.C.I. was proud of its part in the nation's war effort, the more so because it had been able to play it and the same time stand up to its normal responsibilities to the public. In other words, alongside the extra exertions and activities imposed on it by war the company had continued to perform the countless services demanded of it by the day to day life of the public. There was scarcely an article produced by industry or agriculture that did not at some stage in its production make use of a product of I.C.I. - of a common chemical manufactured, it may be, in vast quantities

ities or a rare material which was the result of the most complicated process. An example of the former was the basic alkali, soda ash, well known to the public in the form of washing soda or "bicarb." The demand for many of the peacetime products had enormously increased during the war. For example the combined needs of agriculture and "Dig for Victory", had resulted in more than trebling the quantity of forcations needed. I.C.I. had continued its peacetime functions, and had added to them the functions of supplying the country's war needs.

No Major Labour Dispute. - It could never have achieved this double role if it had been an "unhappy" ship. Not the least evidence of the soundness of private enterprise was found in this fact - that throughout the war in all I.C.I.'s many factories with their 120,000 workers there had been no major trade dispute. This was the more creditable when it was recognized that the old employees had been heavily diluted with new entrants ignorant of the spirit and traditions of the company. Surely this afforded some indication of the loyalty of the company's workpeople and indirectly therefore of their satisfaction with the treatment they were accorded under the much maligned system under which they worked. Lord McGowan noted that I.C.I. had now invested no fewer than 15 Million outside the company for the various pensions schemes

for I.C.I. staff and labour.

Assistance to Allies. - The record of I.C.I. was abundantly well known by Government. It had been freely recognized and appreciated by the ministries of all three services and the supply departments and by other ministers and their departments. I.C.I.'s associated companies in Canada and Australia, to whom it had transmitted all its information as regard war requirements had in the same way had the commendation of their respective governments. Not only had I.C.I. lent freely of its ablest staff and workers, including thousands of key men, to all government departments and factories which have asked for them, but for the purposes of the war it had placed all its research, its patents, its processes, and all its knowledge, technical and commercial unreservedly at the disposal of H.H. Government and, through them, the governments of the U.S.A. and U.S.S.R.

Industry and the State

Not for a moment did Lord McGowan suggest that private enterprise was not subject finally to Parliament, which must always have the last word and be in the position to ensure the protection of the consumer. He looked to Government for help to enable industry to function in the best interests of the country in the difficult years that lay ahead, but this did not mean interference in the administration of industry.

Already great companies such as I.C.I. were considering their expansion in the years following the declaration of peace. I.C.I. had been asked by Government to do all it possibly could to ensure full employment. Plans were already laid for the expenditure of many millions of pounds over the next five years. These involved the replacement of plant worn out by continuous war pressure, extensions to existing plant, and new factories required for the manufacture of many new products which were now, after years of research and development, ready for production. Lord McGowan emphasized that private enterprise had been and was capable of showing that spirit of adventure and course on which the Empire had been built. "With our background, or scientific and technical manufacturing knowledge, and our knowledge of the world's markets, we as a company, are prepared to go ahead and to do our utmost to assist the Government in creating the World of Plenty, We believe we shall be able the more effectively to do this in the conditions in which we have built up our present strenght-strenght."

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Die wortgetreue und richtige Abschrift des obigen Schriftstueckes von der mir vorliegenden Fotokopie des "The Mining Journal" vom 5. Februar 1944, bescheinigt:

Muernberg, den 31. Januar 1948

gez.
gez. Dr. Hans Flaechsner
Rechtsanwalt

THE INSTITUTE OF FUEL

- * -

THE DEVELOPMENT OF COAL
HYDROGENATION BY IMPERIAL CHEMICAL INDUSTRIES, LTD.

By

KENNETH GORDON

Seite 3:

THE DEVELOPMENT OF COAL HYDROGENATION BY IMPERIAL
CHEMICAL INDUSTRIES, LTD.

By Kenneth Gordon

The following paper was presented to the members of the Institute of Fuel and other interested Societies, in the Lecture Theatre of the Institution of Electrical Engineers, in London (by kind permission of their Council), on Friday, November 22, 1935. The President of the Institute, Sir John Cadman, G.C.M.G., D.Sc., was in the Chair.

1. The Chemistry of Hydrogenation.

The chemistry of the destructive hydrogenation process is now fairly well known, (1) but the following summary, which does not pretend to be more than an approximate outline, is given for completeness.

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Seite 5:

2. History of Hydrogenation. (2)

We owe to Bergius the conception of the hydrogenation of coal to give oil. His experiments started before the War, and ended with a small technical plant at Rheinau, near Mann-

heim, which was in operation until 1927.

After the War, the I.G. Farbenindustrie started work independently and brought to bear on the problem their great knowledge of high pressure technique and of catalysts. They made two important advances: the discovery of catalysts immune to sulphur poisoning and the division of the hydrogenation process into liquid and vapour phase stages.

Developments in Germany then passed wholly into their hands and they built the first commercial hydrogenation plant at Leuna in 1927. This was designed to produce 100,000 tons per year of petrol from brown coal, but at first it was operated mostly on low temperature tar made from brown coal and on German crude petroleum. (3) Experimental work was also done with bituminous coal. The applicability of the process to the petroleum industry was soon recognised and a joint Company for its exploitation was formed by the I.G. and the Standard Oil Co. (New Jersey). Two plants were built by the Standard Oil Co. in America which have been used for the production of petrol, special solvents, lubricating oils, and kerosene. (4)

In the meanwhile, the original Bergius process had been considered for British conditions, and tests on British coals were made at Rheinau. The I.C.I. decided that this process, worked in the original way to give a variety of products - petrol, tar acids, heavy oil and pitch - was not profitable, but that it was more attractive if it could be modified to produce only petrol. It was decided also that the process must start with bituminous coal itself since it was unlikely that tar, whether from low or high temperature carbonisation,

would ever be available in sufficient quantities to make any large proportion of the country's oil supply.

Experimental work at Billingham started early in 1927, and in 1929 it was decided to build a pilot plant to treat 10 tons per day of coal. This plant was started up later in the same year, and ran until the end of 1931. It was the first plant to hydrogenate bituminous coal on the scale of a commercial sized unit for any prolonged period. Although, as was natural, many difficulties were found, none proved insuperable.

Seite 6:

In 1930, the I.C.I. announced that they could produce a 60 per cent. weight yield of petrol from coal, and they gave estimated costs, showing that commercial development was possible only with Government assistance. Although many experts denied the possibility of such a large yield, the facts were satisfactorily demonstrated to officials of the Fuel Research Station delegated by the Government to inquire into the matter.

As the process developed, the I.C.I. realised although the original Bergius patents had lapsed there were many important patents held by the Standard-I.G. group. Discussions were opened with this group, as a result of which in 1931 the four major operators in the field - namely, the I.G. of Germany, the Standard Oil Co. (New Jersey), the Royal-Dutch-Shell group, and the I.C.I., associated themselves in a pooling Company, the International Hydrogenation Patents Co., in order to pool their patent rights and to effect a general exchange of technical information, the

I.C.I.'s

I.C.I.'s interests being centred in the British Empire. At the same time arrangements were made for marketing products through existing oil distributing Companies.

This pooling of technical resources on an altogether unprecedented scale has been uniformly beneficial, and the I.H.P. group is now pre-eminent technically and their patent position very strong. Even apart from the patent position it would seem imprudent to attempt to operate independently when there are available such great accumulated practical experience and technical resources as are possessed by the constituent Companies in the I.H.P. pool.

In 1931, the I.G. resumed the hydrogenation of brown coal on a large scale, and this now provides the major part of the output of the hydrogenation plants in Germany. During 1932, the I.C.I. concentrated their hydrogenation research work on the treatment of bituminous coal, and were able to make several great advances in technique; at the end of the year schemes were prepared for building a large hydrogenation plant at Billingham.

In July, 1933, the Government announced their intention to guarantee the continuance of the preference on light oils made from indigenous materials for a period of years, by means of the British Hydrocarbon Oils Production Bill. This enabled the Director of the I.C.I. to decide to proceed with the erection of a plant at Billingham. The plant was to be ready early in 1935. Later it was agreed to take advantage to the extreme limit of the facilities available at Billingham and thus to increase the output of the plant by some 50 per cent. Tar oils, if available at a suitable

price,

price, were to be used as the raw material for this additional output, partly with a view to promoting the interest in hydrogenation of the carbonising industries and securing their co-operation, partly to minimise the capital cost, and partly because it was not desired to increase commitments on the then relatively untried process of coal hydrogenation.

In 1934, a large-scale experiment was carried out by the I.G. at Ludwigshafen on the hydrogenation of bituminous coal. The plant was operated for four months, and it was found that the process ran quite smoothly and successfully. (5)

A large-scale plant at the Hibernia Colliery in the Ruhr is now decided on, to produce about 125,000 tons per year of petrol from bituminous coal. The hydrogenation plant at Louisa is extended to 325,000 tons per year output mainly by direct hydrogenation of brown coal, and two more plants are being erected in Germany, each of about 150,000 tons per year of petrol output.

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Seite 9:

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4. Large Scale Development at Billingham.

At the end of 1932, the research programme which had been carried out after the signing of the I.H.P. Agreement had reached fruition.

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Immediately the British Hydrocarbon Oils Production Bill was announced in July, 1933, the I.C.I. announced that they had sanctioned the building of this plant. and the capacity of the plant brought up to 150,000 tons per year of petrol.

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This increased the capital requirement to £ 3,000,000. The value of the existing plant used is £ 2,500,000, making a total of £ 5,500,000. This is substantially more than would be required for an entirely new plant of similar output.

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Seite 10:

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The building of the plant at Billingham involved a very large increase in the staff and labour

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Seite 17:

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7. Quality of Product.

..... "3" is a spirit made to comply with the Air Ministry's latest specification for spirit of 87 octane number.

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Vorstehender Auszug stimmt woertlich mit dem Original der Veroeffentlichung des "Journal of the Institute of Fuel" vom Dezember 1935 ueberein.

Nuernberg, den 23. Februar 1948.

gez. Werner Bross,
(Werner Bross
Assessor
Assistant Defense Counsel
im Fall VI.

Confidential.

REPORT

on the Oil Conference in Leuna on 22 December 1937.

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Soholven, the first German plant for the hydrogenation of coal is proceeding very well and has reached capacity production in October for the first time. At present production is somewhat smaller due to the reconversions for expansion; the plant is being expanded at present from a production of 125,000 tons to 200,000 tons of Gasoline per year. Initial difficulties occasioned by corrosion in the pre-heaters have been met by the installation of specific materials into the arches and their reinforcement therewith. Regarding the spherical furnaces in connection with the processing of residue the difficulties were likewise surmounted through the introduction of light filler substances and through the maintenance of a low temperature. Minor interruptions

- 2 -

are still caused by dust adhesions on a partition; however, these are designated as surmountable by the plant itself.

Thus it can be established that the liquefaction of coal of recent deposits is now mastered just as well as is the hydrogenation of lignite. In the processing of coal of older deposits, such as the ICI uses, for example, the asphalts still cause difficulties at a working pressure of 300 atmospheres; for that reason one applies practicably higher pressures in the case of older coal deposits. Thereby the quantity of asphalt is reduced, and, moreover, it is possible to work with higher throughputs. At present the plant costs are relatively high for the higher pressures; however, these will yet be investigated in detail and the attempt will be made to lower them.

A second plant for the hydrogenation of coal and, moreover, for a pressure of 600-700 atmospheres is in construction under the Gelsenberg Benzin A.G.

The Brabag has two plants for hydrogenation in operation, one in Boehlen and one in Magdeburg, which process low-temperature lignite tar. In both plants the diluted catalyst has been introduced for considerable period already and has proven itself very good. Thus, through the introduction of the new catalyst in Boehlen, the octane figure of the automobile-Gasoline has risen from 58 or 59 to approximately 65, and the specific gravity from 0.716 to 0.734. At the same time a saving of hydrogen amounting to over 10 % was attained. The gasoline refining can, moreover, now be stopped at a higher lever, a fact which increased the yield of production.

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- 3 -

In addition to Gelsenberg the following hydrogenation plants are being constructed in Germany:

- 1) At the Brabag in Zeitz, a plant which is intended to produce lubricating-oil and Diesel-oil from low-temperature lignite tar according to the TTH- process.
- 2) near Wintershall, in Luetzkendorf, a plant which in conjunction with a FISCHER plant is expected to process coal tar medium oil together with Kogasin for the production of knock-proof gasoline.

Furthermore, a plant for the hydrogenation of Rhenish lignite is planned, although its construction has as yet not been decided, and one near Stettin, which is to process petroleum-cracking residues. It is noteworthy to observe, that it is possible to obtain a gasoline from cracking-residues with anti-knock qualities similar to the gasoline obtained from the liquefaction of coal.

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Plants abroad.

With reference to the development abroad mention may first of all be made of the Paris Petroleum Congress, at which a day was devoted to hydrogenation. On our part 3 lectures were delivered, one by Prof. Dr. WILKE, Oppau, and 2 by Direktor Dr. PIER. Moreover, Standard Oil Co. and Shell spoke on the production of aviation gasoline through hydrogenation. The International Petroleum Congress is to meet the

- 3 -

next time in Berlin.

There are two plants of the Standard Oil Co. in operation abroad: Bayway and Baton Rouge, in which at present aviation gasolines are manufactured with a diluted catalyst. Recently the diluted catalyst was also introduced at the ICI in Billingham. The ICI is very satisfied and puts out a better quality gasoline, than that which the oil companies are importing.

In Holland there is an Isoktan plant in operation in Pernis, and another one is in construction in Abadan in Persia. In Italy two hydrogenation plants are likewise to start production at 120,000 tons of gasoline per year by the middle of next year; one will be operating with Albanian crude oil, the other with Roumanian Pacura (Bari and Livorno). Regarding France the Thac has concluded a preliminary contract for the manufacture of 60,000 tons of aviation gasoline per year from French coal. The experiments for this purpose are to start in the beginning of 1938 in Ludwigshafen; however, the approval of our Government officer for the production of aviation gasoline is lacking. In addition negotiations are still being conducted with Czechoslovakia, Hungary, Norway, Japan and China. For China the production of aviation gasoline has been approved.

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I, Dr. Kurt HARTMANN, Assistant to Defense Counsel Helmut HENZE in Case VI before Tribunal VI swear that the afore-going document is a true copy

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of the original minutes of the Sparte Conference on Oil as of 22
December 1937, and, moreover, is taken from pages 1,8,9,12, and 13.
Nuernberg, 27 January 1948.

signed: Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)

Appendix

Page 6:

2) Most recent developments in the field of Hydrogenation.

Dr. Pier

Diluted Catalyst.

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Page 7:

The fact, that, with the aid of the diluted catalyst, it is possible
to produce gasolines with a better octane figure, opens the possibility
for the production of aviation gasolines. The Standard Oil Co. and the
ICI manufacture such aviation gasolines. Standard Oil Co. produces
from selected, low hydrogen content petroleum products an aviation
gasoline with an octane figure of 15 - 17 by means of the diluted
catalyst (after addition of the requisite quantity of lead tetraethyl
89); the ICI manufactures aviation gasoline with an octane figure
of 73 (with lead 87.5) from coal medium oil.

(page 5 of original)

German Plants.

In Leuna the obsolete aromatization process could be abandoned because after the introduction of the diluted catalyst one can produce a sufficiently knock-proof gasoline by better means. (page 8)

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page 10.

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Related spheres.

In the matter of fuel supply for Germany from indigenous raw-products, hydrogenation first of all rivals with low-temperature distillation; the application of this process, however, is limited on account of the marketing possibilities and the usages that the resultant low-temperature coke can be put to; and besides, there exists the coal-extraction, or so-called Pott-process. After an agreement made with Pott a plant for the purpose of coal-extraction and the subsequent hydrogenation of the extracts under 600 atm. pressure was started lately. For the time being, however, pitch is being hydrogenated under 450 atm. pressure, because works on the

(page 11:)

extraction of coal process has not been started as yet. The Uhde-process must also be mentioned which produces a so-called primary bitumen by a weak hydrogenation of coal.

(page 6 of original)

Lately an agreement has been reached between Uhde and the I.G. Furthermore, the Hilag is interested in hydrogenation through the Varga-patent (admixture of sulphur), but no agreement has been reached so far. Although the Hilag is dependent upon our patents, they have been granted their own patent in Germany themselves. This process is not applied with regard to technical production.

As far as foreign countries are concerned, Japan's Navy has a hydrogenation-process, France has the Béthune- and Liévin-processes. In England the Fuel Research Institute is making experiments on a smaller scale in the sphere of hydrogenation.

The Fischer-process cannot actually be regarded as a competitive process in hydrogenation because it starts from other raw-products and can only be worked in places where a sufficiency of coke and natural gas is available. Besides, no gasoline is obtainable on the market is being produced; up to the present no proper gasoline derived by the Fischer-process is actually on the market. It is a matter of importance, however, that from the Fischer-process gas-oil and paraffin can be produced; one has heard of a paraffin-output of up to 50% of the original products. Lately Fischer works employ's methods of compression. We have made experiments in the same direction with partly satisfying results. With regard to Fischer employing methods of compression he is likely to find his patent position difficult.

(page 7 of original)

Referring to more modern processes in fuel production I mention the Polymer-Benzin production and the catalyst cracking process, especially according to the Houdry-process. This process is valuable for crude-oils, which are rich in hydrogen, and good gasolines of high knock-value is produced. We are working on this line jointly with the Standard Oil Co., make our own experiments and have tendered several patents for synthetic catalysts.

.....

(page 49)

6.) The Oil-Industry in the USA.

Buetefisch

Owing to shortage of time, Dr. BUETEFISCH can only give a brief report about his impressions which he has gained during his journey to the USA concerning the scientific research and industrial development there, particularly in the sphere of oil research. A comprehensive report will be presented later.

Certified true copy of the above document.

Muenberg, 20 January 1948

(signed) Dr. Kurt HARTMANN

(Dr. Kurt HARTMANN)

AFFIDAVIT

I, Dr. Matthias PIER, resident of Heidelberg, Heue Schlossstrasse 42 have been warned that I am liable to punishment if I make a false affidavit. I declare upon oath, that my statement corresponds with the truth and was made in order to ^{be} submitted as evidence before Military Tribunal IV, in the Palace of Justice, Nuernberg, Germany.

Since 1926, I have worked together with Dr. BUSTEFISCH in the field of hydrogenation. I was in charge of the Experimental High Pressure Department in Ludwigshafen, which developed the various stages of the hydrogenation process. In 1926 it was decided to construct a large experimental station in Leuna, in the development of which I was greatly assisted by Dr. BUSTEFISCH. He took an active part in the daily technical discussions in the Leuna works and was well acquainted with all ensuing difficulties and the overcoming of same. In the beginning of 1932 the technical difficulties of the process with regard to the working up of tars and oils had been overcome and thus the preliminary works and a technical basis for a renewed attempt with regard to the process of direct lignite hydrogenation in Leuna were established by experiments conducted in Ludwigshafen. At the same time prerequisites for a production exceeding 100 000 per annum were given, and thus production in Leuna increased soon to over 300 000 t p.a. after re-introduction of the direct lignite hydrogenation process.

Also with regard to further technical development and application of the process outside of the Leuna works Dr. BUETEFISCH and I cooperated. In this connection, he was particularly concerned with the lignite and lignite-tar plants. The most important works after Leuna were the works of the "Braunkohlen Benzol AG" which had been founded by order of the then Minister for Economics, SCHLÖTHER, as a compulsory syndicate of the Lignite Industry.

Thereafter the first bituminous coal hydrogenation plant was founded in Scholven. The application of the process in other plants necessitated, as a matter of course, a close cooperation between the Leuna and Ludwigshafen works, especially between Dr. BUETEFISCH and myself. This joint activity was increased by our honorary work at the Ministry for Economic Development, which consulted us in the capacity of advisers on scientific-technical questions. It was natural that in our collaboration we aimed at peace-time planning from a point of view of economics; we did not foresee that we would gradually slide into a war.

Also in the international exchange of experiences with the Standard Oil Company of New Jersey, the International Hydrogenation Engineering the Hague, and other contractual partners, such as the Imperial Chemical Industries Ltd. London,

Dr. BUETEFISCH and myself closely cooperated, and have honored the agreements upon directives of the I.G. and also on our behalf, in the most loyal manner until the outbreak of war. Dr. BUETEFISCH who, in his capacity as member of the Board of Directors, had to safeguard oil-interests also outside of Germany, always acted according to the principle that our current experiences should be made available to our foreign partners in the spirit of friendly cooperation.

I was in charge of the scientific-technical exchange of experiences in the field of hydrogenation and can testify to the effect that we always communicated our newest results to the Standard Oil people. I do not know of an order of Dr. BUETEFISCH which would have restricted this liberal exchange of ideas and this confidential collaboration with our foreign partners in any way.

As to agreements touching on broader fields such as the catalyst cracking process, the carbon oxide-hydrogen synthesis etc., I cannot say very much as I have not had much insight into these matters as in matters of hydrogenation; however, as far as I can judge, in this field also, all agreements were honored in a most loyal manner by all contractual parties concerned and especially by our side. Thus for instance, still in 1938, lectures were given before an audience of American experts in the field of carbon oxide-hydrogen, concerning our newest results, and detailed discussions ensued afterwards.

IF Dr. BUSTEFISCH, - a fact that I had hitherto ignored -
informed the Oberkommando of the Wehrmacht in 1940 that the ex-
change of experiences had been conducted in such a way as to
communicate only out-of-date technical data, this was done
only in order to make a continuation of this exchange of ideas
with our American business associates possible at all. In reality,
we have also after the outbreak of the war, always tried to
act in a manner which would enable us ^{to} resume our contractual
relations at any given time and which did not, in any way, violate
the spirit of the agreements.

Heidelberg, 3 Jan. 1948.

signed: Dr. Matthias PIER
(Dr. MATTHIAS PIER)

I certify herewith that the above signature was made before
me to-day.

signed: Dr. H. REHMEN
(Dr. KURT HARTMANN).

Heidelberg, 3 Jan. 1948.

True and literal copy of the original

is certified by

Nuernberg, 20 Jan. 1948

signed: Dr. Hans FLECKENBERG
Attorney-at-Law.

If Dr. BUSTEFISCH, - a fact that I had hitherto ignored - informed the Oberkommando of the Wehrmacht in 1940 that the exchange of experiences had been conducted in such a way as to communicate only out-of-date technical data, this was done only in order to make a continuation of this exchange of ideas with our American business associates possible at all. In reality, we have also after the outbreak of the war, always tried to act in a manner which would enable us ^{to} resume our contractual relations at any given time and which did not, in any way, violate the spirit of the agreements.

Heidelberg, 3 Jan. 1948.

signed: Dr. Matthias PIER
(Dr. MATTHIAS PIER)

I certify herewith that the above signature was made before me to-day.

signed: Dr. HERTMANN
(Dr. KURT HERTMANN).

Heidelberg, 3 Jan. 1948.

True and literal copy of the original

is certified by

Nuernberg, 20 Jan. 1948

signed: Dr. Hans WALECHENSKI
Attorney-at-Law.

Affidavit.

I, Dr. Friedrich RINGER, residing in Fischbach near Weidenberg, District Bayreuth, having been duly cautioned that I render myself liable to punishment if I make a false affidavit, hereby declare on oath that my statement corresponds to the truth and was made in order to be presented as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I was born on 13 December 1900 in Neumuenster. In 1926 I entered the experimental plant of the I.G. Farben A.G. in Ludwigshafen, which was commissioned with the development of the hydrogenation process. Until 1933/1934 I participated instrumentally in the technical development of that process. By virtue of this activity I am thoroughly acquainted with the individual technical stages of development until 1934, and, for the period 1929 - 1932, which was of decisive importance for the technical execution of the hydrogenation process, I state as follows:

The hydrogenation process was developed in the experimental plant in Ludwigshafen under the direction of Dr. Mathias PIER. In 1927 the large-scale plant in Leuna was established on the lines of that process. During the transfer of the hydrogenation process from the experimental plant into the large scale technical plant serious technical difficulties arose between 1929 and 1931, some of which culminated in 1931. These

(page 2 of original)

technical difficulties lay in the first stage (Gas phase) as well as in the second stage (methanic phase) (Sumpphase). The gas losses amounted up to 40 % and the output in the gas phase decreased to a fraction (10 - 30 %) of the output expected on the basis of the experimental results, owing to contact difficulties. The prime cost of the synthetic gasoline was therefore far higher than the estimated price of 200 to 250 RM per ton.

Because of these results considerable doubts existed among large circles of the I.G. as to the practicability of the hydrogenation process, which led to serious considerations of abandoning altogether the hydrogenation process, the experiments of which proved extremely costly. A special commission was employed to re-examine the practical position and the economic aspect of the process and to give a decisive opinion on it.

Under the direction of Dr. PIER I was intermittently employed in Leuna from 1930 until the beginning of 1932, i.e. at times with special authorization to try to remedy the difficulties and to utilize the experiences gained in the experimental plant Ludwigshafen in the Leuna plant. This period, during which the fate of the hydrogenation process hinged on the proof to the effect that with the greatest utilization of labor the process was practicable, is still vivid in my mind.

(page 3 of original)

By means of fundamental changes in the methods of production, installation of new contacts and other improvements, it was possible to overcome the technical difficulties during that period, and in the beginning of 1932 it was proved that the process was practicable and the estimated prime cost of 200 to 250 RM per ton was attainable. I remember this date particularly clearly because I was recalled from Leuna in the beginning of 1932 and, together with Dr. PIER who was responsible for the technical development, I was sent on a short visit to the U.S.A. in connection with the hydrogenation project of the Standard Oil (N.J.) which was in its first phase of development there. The fact that Dr. PIER and I were able to undertake a lengthy trip to the U.S.A. at that time must be especially stressed as proof that the technical difficulties in our own large-scale technical plant in Leuna had been fundamentally remedied.

Bayreuth, 22 December 1947.

signed: Dr. Friedrich
RINGER

Doc. Roll No. 2057/47.

This is to authenticate the above signature of Dr. Friedrich RINGER, Chemist, residing in Fischbach, Post Weidenberg (Upper Franconia), born 13 December 1900 in Neumuenster/Holstein, who established his identity by his German

(page 4 of original)

identity card with photo, issued by the Landratsamt
Bayreuth on 14 May 1947, Identification No. B535 468.

Dr. RINGER was instructed as to the signifi-
cance of an affidavit.

Bayreuth, 22 December 1947.

GR No. 2057

(Zeal) signed Dr. GEUPEL, Notary Notary fee 2.--RM
(Dr. Theodor GEUPEL, Notary) Sales tax 0.06 "
KO Par. 39

signed Dr. GEUPEL

.....

Certified literal and correct copy of the
above document:

Nuernberg, 20 January 1948

signed Dr. Hans FLAETSNER
Attorney-at-Law

Quoted from Act 73-34

10 November 1947

Gasoline Costprice
Proceeds etc. 1935-1940

Ammonia-plant Merseburg Ltd.,
Attention: Herrn ^Prokurist Dr. HENNING

Leuna - Plants

Confidential
Registered!

G/R 28 July 1939

Preliminary proceeds for motor-gasoline and for
Nitrogensalts (Fertilizer)

With regard to the telephone call of your Herrn
Dr. HENNING, enquiring whether it be profitable
to exchange a part of the gasoline production for
the production of Nitrogene or Alcohol, we inform
you herewith of the present amount of the Net-
proceeds for Leuna motor-gasoline and Nitrogenesalts
(fertilizer):

Motor-gasoline

	<u>RM/Ton weight</u>
<u>Gross-proceeds of the I.G.</u>	345.--
<u>Deductions (Erloesminderungen)</u>	
Turnover-tax	5.52
Mineral Oil tax	60.--
Increased transport costs	-.50
Export tax	2.17
Packing- and shipping expenses	2.50
Benzole-recovery	1.67
Office expenses etc.	<u>1.--</u>
total:	<u>70.02</u>
<u>Net-proceeds of the I.G.</u>	<u>274.98</u>

28 July 1939
 G/R

<u>Nitrogen Fertilizer</u>	<u>sulfate of ammonia</u>	<u>calcium ammonium nitrate</u>	<u>calcium salpe- ter</u>	<u>Leuna sal- peter</u>
	RM % Ki- los net	RM % Ki- los net	RM % Ki- los net	RM % Ki- lo
<u>Gross receipts of the I.G.</u>	36.71	36.47	43.66	36.63
<u>Decreases of receipts</u>				
Shipping expenses	1.55	1.83	2.68	2.04
Sales expenses	0.93	0.94	1.07	0.93
Advertising expenses	0.63	0.63	0.63	0.63
Export subsidy tax	<u>1.99</u>	<u>1.98</u>	<u>2.37</u>	<u>1.98</u>
Total	<u>5.08</u>	<u>5.43</u>	<u>6.75</u>	<u>5.58</u>
<u>Net proceeds of the I.G.</u>	<u>31.63</u>	<u>31.04</u>	<u>36.91</u>	<u>31.05</u>

With regard to the individual items please note the following comments:

GASOLINE

Gross receipts. The gross receipts have been calculated from the net proceeds of the 'Deutsche Gasoline' amounting to RM 335.-- per ton and the net proceeds of the Rhénania/D.A. P.G. of RM 370.-- per ton

On the assumption that 75% and 25% of the sales fall to the Deutsche Gasolin and the Rhénania/D.A.P.G., respectively, the resulting proceeds are approximately RM 345.-- per ton

It is understood that these proceeds are arrived at after deduction of the freights (Leuna-customer and transit stock-customer, respectively), furthermore motor fuel and storage, respectively.

Sales Tax: Calculation was based on a rate of 2% less 20% on the share of foreign raw materials, viz. 1,6% on the gross receipts.

Mineral Oil Tax: The rate of the mineral oil tax has been fixed at

23 July 1939
G/R

RM 60 per ton (Decree of 24 November 1936 Reich Law Gazette, I. 1936 page 960).

Transportation surplus expenses. The expenses of the Herseburg transit stocks and the freight from Leuna to the transit stock are itemized under this heading (appendix to gasoline agreement C IV 4). Assuming an annual sale of approximately 300 000 tons motor gasoline and expenses of approximately RM 150 000 a rate of RM 0,50 per ton results

Export subsidy tax. The tax which is levied by the Economic Group "Fuel Industry on the basis of the decree of the Reich Economic Chamber of 28 June 1939 for the fiscal year 1939/40 (May 1939 to April 1940) amounts to 0,6% of the 1938 turnover. This makes approximately RM 650.000 for motor gasoline. Assuming a sale of approximately 300.000 tons the rate per ton is RM 2.17.

Packing and shipping expenses. These comprise the shipping expenses with added expenses of tank storage and the Leuna lockage, whereas on the other hand the amounts paid regularly to the sales companies to cover their mixing and storing expenses have been cut down.

Denzol profits. In accordance with the directives applicable to the settlement with the Reich, the Denzol proceeds have not yet been included in the gross receipts of the Deutsche Gasolin ; they are therefore quoted here supplementarily at a rate of RM 1.67 per ton based on an estimated profit of RM 500.000.

Office expenses. This account includes the office expenses incurred by the Oil Department and the proportionate office expenses of the Nitrogen calculation department as well as test fees and similar expenses.

(page 4 of original)

NITROGEN FERTILIZER

Gross-Proceeds: Gross proceeds have been calculated on the basis of the ultimate u-period and the estimated x-period for the fertilizer year 1938/39.

Allocation for the promoting of exports An additional rate of 5,4 % on gross-proceeds has been fixed for this purpose which, according to the Central Accountancy Dept. is to be applied to the assessment year 1939/40.

Shipping costs, selling-expenses, advertising-costs.

With regard to these items, calculations have been based on the previous years' rates.

The following factors, accounts for which will be rendered apart from original costs, have not been considered in our calculation:

General costs,
Supplementary costs,
Property taxes and additional net worth
taxes (0,9%) on the floating capital and interests.

We confirm herewith that a rate of 40 % will have to be expected for corporation taxes.

CALCULATION FOR NITROGEN

to the following: Ammonia Works, Merseburg, G.m.b.H.
attention Prokurist WILKE.

Ammonia Works, Merseburg, G.m.b.H.

..... Certified literal copy of Document BUETEFISCH
No. 11

Nuernberg, 3 February 1948

sgd.: Dr. Hans FLAETSNER
(Dr. Hans FLAETSNER)

Affidavit.

I, Dr. Conrad BOETTCHER, Defense Counsel before the Military Tribunal in Nuernberg, know that I render myself liable to punishment if I make a false declaration under oath. I declare under oath, that my statement corresponds to the truth, and that it was made to be submitted as evidence before the Military Tribunal in Nuernberg.

I have before me the periodical "Der Vier-jahresplan" (The four-year Plan), Pamphlet No. 17, dated 5 September 1939. The title-page contains a photograph^c view of the hydrogenation plant Poelitz AG. with the sub-title: "The Construction of the hydrogenation plants Poelitz AG". On the reverse of the title-page there is an advertisement of the hydrogenation plants Poelitz, which reproduces in the background a map depicting the location of the hydrogenation plants on the estuary of the Oder into the Baltic sea.

This pamphlet, moreover, contains an essay about the hydrogenation plants Poelitz with various illustrations, among others, illustration No. 8 showing the docks in the Oder constructed by the Hydrogenation Works to enable tankers from overseas to tie up."

Nuernberg, 29 December 1947

Dr. Conrad BOETTCHER
(Attorney-at-law)

The true and correct copy of the above mentioned document is herewith certified.

Dr. Conrad BOETTCHER
(Attorney-at-law)

This is a true and correct copy of
Document Bue 29, Nuernberg, 5 February 1948.

signed: Dr. Hans FLIECHSNER
(DR. HANS FLIECHSNER)

Affidavit.

I, chemist Paul SCHNEIDER, resident at Hamburg-Rissen, Bolivarstr. 95, make the following statement on oath, having been duly warned that my expositions are to be submitted in evidence to the Military Tribunal in Nuernberg and that I render myself liable to punishment if my statements are not true:

Since 1938, I had been working as specialist in the department for mineral oils - "technical problems of production and consumption" - of the Reich Ministry of Economy. When the Reich Ministry of Economy was reorganized in 1943, this department was attached to the Ministry for Rearmament. I am therefore familiar with the essential facts pertaining to the technical problems of the expansion of German fuel production.

Up to the outbreak of war, mineral oil production was planned and expanded according to purely economic points of view. Aim and purpose of the planning was to adapt the plants, to be newly constructed, to consumption, attaching especial importance to fuels because of the saving in foreign currency to be achieved. The crude oil -, the benzine - and the industry for low temperature distillation as well as hydrogenation and synthesis fell into that program of expansion. It was according to these principles that the Reich Ministry of Economy influenced the expansion of the fuel industry. The plans for the various plants requested by the Reich Ministry of Economy for economic reasons were worked out by the Reich Office for industrial expansion, i.e. the Gebechem (Plenipotentiary General for special problems in chemical production)

- 2 -

within the framework of the Four-Year-Plan and from points of view of their practicability. Then they were again submitted to the Reich Ministry of Economy for approval.

During the war, the industry was deprived of any initiative of its own in the expansion of fuel production. Production was expanded and extensions added to plants when directives to that effect were issued by the authorities who determined the requirements and thus the construction of new plants from the demands of the Wehrmacht and industry. When the directives had been issued, the firms concerned who had been designated to carry them out, had to submit to the Gebechem a statement that everything was ready for construction work to begin (Baureifeerklaerung) which in turn had to be confirmed by the Reich Ministry of Economy or the other supreme Reich authorities. This was done to keep the new constructions or extensions strictly in line with the required products and also to give the Reich Ministry of Economy (and all the other departments attached to it) a general idea of the required materials and manpower.

The Group Fuel Industry had nothing to do with these plans for extensions and expansion of the industry, nor with the supply of material and labor.

Hamburg, 18 February 1948.

signed: Paul SCHNEIDER

No. 44 of the document roll for 1948

This is to certify the above signature executed before me by the chemist Paul SCHNEIDER, personally known to me, of Hamburg-Rissen, Bolivarstr. 95.

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Hamburg-Altona, 18 February 1948.

The Notary:

(L.S.)

signed: Dr. SAMWER

Fees:

Value: 1,000.- RM

Fee, par.par. 26,39,144 RKO 2.-- RM

turnover tax 0.06 RM

2.06 RM

The Notary:

signed: Dr. SAMWER

* * * * *

This is to certify that this is a true and correct copy of the
above document:

Nuernberg, 24 February 1948.

signed: Dr. Hans FLAETSNER,
Attorney-at-Law

Affidavit.

I, the undersigned Captain (Kapitän zur See), retired, Gottfried GRIEBEL, of Bad Muenster am Deister, an der Ziegelei 11, have been duly warned that I render myself liable to punishment if I make a false statement on oath. I declare on oath that my statement is true and has been made in order to be submitted in evidence before the Military Tribunal, Palace of Justice, Nuernberg, Germany.

From 1937 until 1943, I was chief of the group "Mineral Oils" of the department "Raw Materials" of the office for industrial mobilization of the OKW, and from 1943 until 1945, I was chief of the department "Mineral Oils", -now independent of the department "Raw Materials" -, of the office for industrial mobilization.

In this my position, I gained a full view of the situation concerning the supply of mineral oil in Germany. German production of mineral oil, including the production from crude oil produced in Germany, was absolutely inadequate for war time demands. According to my recollection, it was not even able to satisfy 50 % of the normal demand of peace-time economy. Imports were uncertain because of the shortage of foreign currency existing in Germany. If the mineral oil - industry was issued directives to increase production, this could not be construed by the managers of the plants to show that the government had intentions of waging a war of aggression.

Nuernberg, 12 February 1948.

signed: Gottfried GRIEBEL
(Gottfried GRIEBEL)

Document Book III BUSTEFISCH
BUSTEFISCH Document No. 221
Exhibit No.....

- 2 -

This is to certify the above signature executed before me by
Herr Gottfried GRIEBEL of Bad Muenster am Deister, an der Ziegelei 11.

Nuernberg, 12 February 1948.

signed: Dr. Hans FLAECHSNER
(Dr. Hans FLAECHSNER)

* * * * *

This is to certify that this is a true and correct copy of the
above document:

Nuernberg, 12 February 1948.

signed: Dr. Hans FLAECHSNER
(Dr. Hans FLAECHSNER)

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Affidavit.

I, Ministerial Councillor ret., Walter ROSENCRANTZ, Hamburg-Othmarschen, Preussenstrasse 6, have first of all been warned, that I render myself liable to punishment if I make a false declaration under oath. I declare under oath, that my statement corresponds to the truth, and that it was made to be submitted as evidence before Military Tribunal No. 6, Palace of Justice, Nuernberg, Germany.

From 1938 I was chief of the "Referat Supply" of the mineral oil department of the Reich Ministry of Economics, and from 1943 on, I was with the Reich Ministry for Armaments and War Production in the same capacity. My duties comprised the determination of the demand of mineral oils of all sorts and the estimating how to meet this demand with the possibilities of production and of import. In this connection it concerned the demands of the economy and, during war, also the amounts required by the Wehrmacht and the demands of the occupied and friendly countries.

The situation of the German mineral oil economy was marked, on the one hand, by a steadily increasing demand resulting from increasing motorization, which had to be met, and, on the other hand, by the fact that production possibilities were too weak to preclude an augmenting of the imports. With respect to imports, however, we were dependent on a shrinking amount of foreign exchange and on tightening import markets. Thus, it was a dictate of necessity, and, moreover, one of a purely peace-time economic nature, to step up the production from domestic raw-materials as much as possible. We co-workers of the Reich Ministry of Economics and

- 2 -

of the industry, in any case, were not under the impression, that the quotas which we had to allocate to industry were meant for the preparation for a war of aggression.

At the outbreak of war according to our opinion of that time the production possibilities and supplies did not suffice by far to cover the war requirements even to a limited extent. At the time we drew this conclusion from the information known to us from French and English war economy literature, in which well known authorities, the names of which, I am sorry, I can no longer recall today, agreed unanimously, that the yearly war requirements for a power at war was estimated at 10 to 15 million tons. Supplies and production did not approach these figures by far in one case.

Nuernberg, 12 February 1948

signed: Walter ROSENCRANTZ

The above signature given before me, of Herr Walter ROSENCRANTZ, residing in Hamburg-Othmarschen, Preusserstrasse 6, is herewith certified by me.

Nuernberg, 12 February 1948

signed: Dr. Hans FLAETSNER
(Dr. Hans FLAETSNER)

* * * * *

The true and correct copy of the above document is herewith certified:

Nuernberg, 16 February 1948

signed: Dr. Hans FLAETSNER
Attorney-at-Law

Affidavit.

I, Dr. Matthias PIER, residing in Heidelberg, Neue Schloss-Strasse 42, have first of all been warned that I render myself liable to punishment, if I make a false declaration under oath. I declare under oath, that my statement corresponds to the truth, and that it was made to be submitted as evidence before the Military Tribunal in Nuernber, Germany.

From April 1938 on, repeated conferences took place between the Deutsch-Amerikanische Petroleum-Gesellschaft, Hamburg, representatives of the Standard Oil Company of New Jersey, and the I.G. with respect to the manufacture of fuel through the hydrogenation of petroleum fractions. For there arose for the D.A.P.G. the necessity of exploiting the by-product fractions of gas - oil - and definite lubricants in connection with the conversion of its Ebano-Asphaltworks for the processing of another crude oil. In the summer of 1938 plans had been clarified to the point that, primarily, 150,000 tons of aviation gasoline and, perhaps in another plant, 150,000 tons of automobile gasoline were to be produced. In addition to hydrogenation, upon suggestions from the Standard Oil representatives, the catalytic cracking-process was taken into consideration for the manufacture of aviation gasoline, and in the fall of 1938 plans for a combined catalytic cracking and hydrogenation plant were worked out.

Both in the field of hydrogenation, as well as in that of the catalytic cracking process, experimental results with the corresponding products were exchanged between the firms. In particular the experimental results in the then new field of the catalytic

- 2 -

cracking-process were discussed jointly and the possibilities of the use of cracked gasolines for aviation fuel were investigated.

Beginning 1939 the Mineraloelbau G.m.b.H., Berlin, received the data resulting from the joint research of the three firms, and it worked out the situation plan and estimate of costs of the projects for the DAFG; these were again discussed in common.

The work, experiments, and researches in cracked gasoline extended into the fall of 1939; outside of Germany the problems relating to the plant were also discussed in the U.S.A. on the occasion of the visit of the Ludwigshafen and Leuna technical experts in Bayway. According to a telephone report from the DAFG as of beginning August 1939, the firm was at the time negotiating with the competent offices regarding the readiness of the project for the construction of the plant.

Heidelberg, 17 February 1948

signed: Dr. Matthias PIER
(Dr. Matthias PIER)

I declare that the afore-going signature was given before me today.

Heidelberg, 17 February 1948

signed: Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)
Assistant Defense Counsel,
Case VI

* * * * *

The true and correct copy of the above document is herewith certified:

Nuernberg, 23 February 1948.

signed: Dr. Hans FLAETSCHNER,
Attorney-at-Law.

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Extract from the Petroleum Times May 16, 1942

S.O.N.I. resident before the Senate Committee

..... Our German subsidiary is a German corporation managed and operated by German personnel. It is accountable only to the German Government and to no other Government. The German Government in 1938 and 1939 was expanding its aviation gasoline facilities, and our company was behind other American and British controlled companies in Germany's refining program. Under the circumstances, our German subsidiary could do nothing less than the others had done.

This is to certify that the above excerpt is a verbatim extract from the Journal "The Petroleum Times" of which a photostat copy is before me.

Nuernberg, 16 January 1948.

(Dr. Hans FLAEBISNER)

Affidavit.

I, Peter KRONHUELLER, employee of the I.G. Control Office in Frankfurt/Main and Director of Central-Archives Frankfurt/Main-Griesheim, residing in Frankfurt/Main, Lersnerstrasse 31, know, that I render myself liable to punishment if I make a false statement.

I declare under oath that the inclosed photostats of the letters

Board of Directors, Dr. H. BUETEFISCH, Ammonia-Plant, Merseburg, Leuna-Plant, dated 6 August 1943 to Herrn Dr. GOLDBERG, Ludwigshafen/Rhein, I.G. Farbenindustrie Aktiengesellschaft, Office Sparte I, Ludwigshafen/Rhein, dated 22 May 1940, to the Reichsministry for Economics, Berlin W 8,

Nitrogene-Calculation, 28 July 1939, to Ammonia-Plant Merseburg, G.m.b.H. attention: Herrn Prokurist Dr. HENNING,

Chemnyco Inc., New York, dated 14 February 1941 to I.G. Farben Industry Aktiengesellschaft, Patent-Department, Ludwigshafen/Rhein,

Office Sparte I, Ludwigshafen/Rhein to Teletype-dispatch office Op. Addressee Dr. RINGER,

Agreement between Hercules Powder Company and I.G. Farben-Industry Aktiengesellschaft, dated 28 March 1940 and 28 June 1940,

correspond with the originals, filed in the Records Building of the I.G. Control Office Frankfurt/Main - Griesheim.

Frankfurt/Main-Griesheim, 20 January 1948.

sgd. Peter KRONHUELLER

The foregoing signature of Herrn Peter

Document Book III BUETEFISCH
BUETEFISCH Document No. 98
Exhibit No. ...

(page 2 of original)

KRONMUELLER, residing in Frankfurt/Main, ersner-
strasse 31 given in my presence to-day is here-
with certified and attested to by me.

Frankfurt/Main, 20 January 1948.

sgd: Dr. HENZE

(DR. HENZE)

Assistant Defense Counsel
in Case VI.

This is a correct copy of the
Document Bue. 98

Nuernberg, 7 February 1948

Signed: Dr. Hans FLAECHEISNER

(DR. HANS FLAECHEISNER)

CERTIFICATE OF TRANSLATION

4 March 1948

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the Document Book III BUETEFISCH.

Hanna Marie BIEBER, Civ. No. B-397 989, (Pages 25-29, 35-38)

.....

Hildegard L. FIRTEL, Civ. No. 17 415, (Pages 7-13)

.....

Rosl GETHEU, Civ. No. 45 372, (Cover, Index, Pages 59, 61-85)

.....

Hans NICHTENHAUSER, Civ. No. 20 113, (Pages 25-29, 35-38)

.....

Alfred OBERLAENDER, Civ. No. 20 192, (Pages 20-24, 70-71)

.....

Frederic L. PERA, Civ. No. B-397 943, (Pages 53-57, 73, 79-82)

.....

Ursula E. RUDMAN, Civ. No. 20 130, (Pages 17-19, 58-64, 72)

.....

Kurt SCHREUER, Civ. No. 35 299, (Pages 30-34, 74-78, 83)

.....

Dr. Siegfried TAUBER, Civ. No. A-443 415, (Pages 1-6)

.....

Case 6
Defense

TRIBUNAL VI

CASE VI

Supplement to Document Book III

for

Dr. Heinrich BUETEFISCH.

Submitted by

the Defense Counsel

Dr. Hans FLAeCHSNER

Attorney-at-Law.

Lang



ATTESTATION

All documents contained in this document book are literal
copies from the originals which have been presented to me.

Munich, 3 May 1948.

signed: Dr. Hans FLAEGESNER
(Dr. Hans Fleckner)

Defense Counsel in Case VI

before Tribunal VI.

Supplement to Document Book III BUNDESFISCH

Page	Contents	Doc.No.	Exh.
1	<u>Affidavit Emil WUERTE, 26 January 48.</u>	Duo.	344

The document discloses that, in 1937, other companies had negotiations with Herr President SCHACHT with respect to the financing of their mineral oil plants and with respect to the guaranties which the Reich was to take over in this connection. Dr. SCHACHT repeatedly stated on these occasions that he did not intend to conclude guarantee contracts for the new enterprises, similar to that with the Leuna Works. He said that it was his intention to provide the enterprises with larger opportunities for extra depreciations and for larger gains which were to be used for research work and for the improvement of the installations. Thereupon, the Department Oils and Lubricants of the I.G. Farben attempted to get released from its contract with its unfavorable effects.

Page	Contents	Doc.No.	Exh.
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5	<u>Excerpt from the Year Book of the German Mineral Oil Industry by Karl-Heinrich von THUEMEN, edition of 1939/40, p.71.</u> The excerpt shows that the Reich Air Ministry embraced civilian as well as military fields. It was	Doc 350	
---	--	---------	--

- a) the Supreme Administrative Office for Aviation, and
- b) the Supreme Command of the Air Force.

6	<u>Excerpt from the Year Book of the German Mineral Oil Industry by Karl-Heinrich von THUEMEN, edition of 1939/40, pp.255 ff.</u>	Doc. 348	
---	---	----------	--

The excerpt deals with the regulations pursuant to the quality of motor fuels on the basis of an ordinance of the Control Office for Mineral Oil, published in the Deutsche Reichsanzeiger No.84 on 12 April 1939. This makes it evident that an admixture of Tetraethyl on a lead basis had to be added to the recognized motor fuels for normal consumption already before the outbreak of the war.

- | | | |
|---|---|----------|
| 9 | <u>Certified Copy from the Reich Edition of the "Frankfurter Zeitung" No. 164-165, of 30 March 1941, p. 17.</u> | Doc. 346 |
|---|---|----------|

The excerpt contains a report on the foundation of a Continental Oil Company and describes the organization of the company with full details, in particular its character of a Holding Company, the strong influence of the Reich and the persons of the management. Among others, Professor KRAUCH is mentioned as the Gebechem (Plenipotentiary for Chemistry), and Dr. E. R. FISCHER as a member of the Reich Ministry for Economy.

Mention is made of the unusual character of the foundation and of the fact that state initiative is combined with the initiative of the private industry. The strong interest of the German Reich in the production, processing and transportation of the required quantities of mineral oil is emphasized.

- | | | |
|----|--|-----|
| 12 | <u>Affidavit of Walter DIRLMANN, of 13 April 48.</u> | 349 |
|----|--|-----|

The affiant states his opinion with respect to the document of the prosecution No. NI-14579, Exh. No. 1983, relating to the Continental Company. The affiant declares that the Board of Directors, in accordance with the German laws governing stocks, had only supervisory functions in the case of the Continental Oil Company, but that the Reich was represented in the Aufsichtsrat by official persons, including the Reich Minister of Economy and two state secretaries.

The affiant clarifies the affair of the agreements between the Continental Oil Company and the owners of French Refining Plants, under which the Continental Oil Company was to take over certain installations with the obligation to replace the parts taken away.

With regard to the materials and transportation means which the "Osteel" was to put at the disposal of Rumanian Companies, he additionally stated that these were only private measures within the Konzern.

Supplement to Doc. Book III HUETEFISCH
(Ind. IV - VI)

Page Contents Bus. No. Exh. No.

The affiant declares that the "booty tank cars" mentioned in the document of the prosecution were acquired and paid for later by the Continental Oil Company and are still being operated to-day by the said company - mostly in the Russian Occupation Zone of Germany.

14 Affidavit Karl BLESSING of 6 April 48. 338

The affiant, a member of the Vorstand of the Continental Oil Company, declares that the document No. NI-14579, presented by the prosecution is only a notification of the company to the members of the Aufsichtsrat.

As to ^{the} obligations in regard to re-constructions as agreed to by the company to the amount of 12 Million RM, he says that this was a liability under civil law for the company in regard to the French companies, to the effect that installations removed were to be replaced after the end of the war.

The branching off of materials and transportation means for Rumanian companies, mentioned in the same document, was only a private arrangement of the management.

The "seizure" of the captured Russian tank cars was based on an order of the OKW.

All measures mentioned here were carried out without any participation of the members of the Aufsichtsrat; for this reason, Herr Dr. HUETEFISCH, too, had nothing whatsoever to do with these individual measures.

16 Affidavit Dr. Karl WINKLER of 31 March 48. 325

The affiant, the chief chemist of the Continental Oil Company remembers the establishment of a consulting committee for chemical and technical matters. The appointments were made in order to honor the firm represented by the respective members. De facto, the committee has never become effective.

Supplement to Doc. Book III BUETEFISCH
(Ind. IV - VI)

Page	Contents	Page No.	Exh. No.
17	<u>Affidavit of Karl BLESSING of 6 April 48.</u>	337	
	<p>The affiant comments on the plan, adopted in 1942, of establishing for the Continental Oil Company an advisory committee for chemical and technical matters which, like an engineers' office, was to act as an expert now and then.</p> <p>The affiant does not know if this committee was actually established. At any rate, the name of Dr. BUETEFISCH did not appear in this connection. This institution died a natural death later.</p>		
19	<u>Affidavit of Attorney-at-Law HERRIGER, dated 21 April 1948.</u>	354	
	<p>During the war, the affiant was the legal advisor of the Ostool Company "in" the Konzern of the Continental Oil Company. The affiant has no knowledge whether an advisory committee of the Continental Oil Company for chemical and technical matters had become effective. . . . It is possible that such a committee had been planned. The affiant does not know, however, whether such plans were realized.</p>		
20	<u>Affidavit Dr. Kurt HARTMANN, of 13 April 48.</u>	347	
	<p>The affiant comments on the document No. NI-14 497, Exh. 1980, presented by the prosecution, relating to Sluiskil. He states that the Wifo, a Reich Company was ordered to dismantle certain machinery from the damaged Sluiskil enterprise and to effect compensations to the owners. The Wifo sold the machineries to German private companies, among others to the Nitrogen Plants Ostmark, Ltd. Because considerably higher expenses were incurred in the setting up of the unfamiliar machinery owing to necessary changes of the existant installations, the Nitrogen Works Ostmark, Ltd. demanded that the Reich should take over these additional expenses.</p>		

Supplement to Doc. Book III HUNTEFISCH
(Ind. IV - VI)

Page Contents Doc. No. Exh. No.

22 Affidavit Dr. Reinhold GOLDBERG, of 7 April 48 342

The affiant tells about the circumstances which led to the removal of machinery from the bombed-out Nitrogen Works Sluiskil by German authorities. The authorities ordered certain enterprises to take over the wanted parts. The financial part of this deal was taken over by the Wifo, an authority affiliated with the Reich Ministry of Economy. The prices were fixed in accordance with commercial view-points. But the buyers also gave commercial view-points with respect to the taking over of the removed parts and refused to pay the additional expenses which resulted from the transportation and the adaptation of the foundations, because these parts would have cost them more than new installations otherwise. For these reasons, negotiations were initiated with the Reich Ministry of Finance for the payment of these additional expenses with respect to the Linz Ostmark enterprise.

24. Affidavit Ulrich HAPPE, of 18 March 48. 340

The affiant took part in the negotiations on the dismantling of the Sluiskil Works as an engineer. Most exact bills of receipt were issued to the owners in the name of the Wifo with respect to the individual shipments sent off. These bills were to establish a basis for the compensations which the owners were to receive from the German Reich Office. The German enterprise which had to take over the removed parts, had no direct connections with the Sluiskil management.

Supplement to Doc. Book III BUETEFISCH
(Index)

Page	Contents	Bus. No.	Exh. No.
25	<u>Affidavit Heinrich CONZEN, 20 March 48.</u>		353
	<p>The affiant emphasized that Dr. BUETEFISCH always endeavored to protect the property of foreign firms.</p> <p>"Beginning in 1940, there were tendencies to confiscate the selling agencies of the foreign oil companies together with their distributing agencies and to transfer them to German ownership. Dr. BUETEFISCH, with his usual energy, always opposed these tendencies with respect to which it was also attempted to enlist the I.G. as a partner, and beyond any doubt it was due to his opposition and arguments that the authorities desisted from putting this measure into effect."</p>		
27	<u>Affidavit Dr. KRANEPUL of 30 March 48.</u>		352
	<p>Affiant comments on the information trip which Dr. SONNEWALD of the Mineral Oil Department of the Gebochem took to Galicia in the summer of 1942. The affiant avers that this report was submitted to Herr Dr. BUETEFISCH because, being an expert, he had to be informed about the occurrences of natural gas. The submitting of the communication was not done in order to have Dr. BUETEFISCH take any steps whatsoever.</p>		
28	<u>Affidavit Dr. Ing. Alfred POTT, of 5 April 48.</u>		
	<p>The affiant, an eminent German coal expert describes the control of the coal industry during the war by state offices. The state authorities determined the quantities which had be taken from the coal mines. The distribution was likewise made on the basis of state schedules. The Mining Companies had no influence on the distribution of the said quantities. Their own consumption was even controlled.</p>		

Supplement to Doc. Book III HUBERFISCH
(Index)

Page Contents Page No. Exh. No.

30 Affidavit Baron v. SCHROEDER of 31 March 48. 326

The affiant describes the nature of the so-called "Circle of Friends of HIMMLER's". The meetings of this circle were of a purely social nature, and HIMMLER attended them only very rarely. No political problems were discussed, neither were plans presented nor resolutions taken.

For cultural, welfare and charity purposes, HIMMLER requested contributions from the firms of which the different men were members. He intended to utilize the contributions exclusively for such personal requests. As to the SS, he had sufficient funds at his disposal.

The affiant mentions that "it must appear absurd for anyone who is familiar with the German situation to suppose the SS had to depend on collecting their financial means in the shape of contributions from private agencies." The SS, a powerful institution under public law had a budget which ran into billions.

The affiant declares that expenditures for cultural matters did not decrease in Germany during the war, but that the expenses for charity purposes increased considerably.

There was no "membership" in the Circle of Friends. It was only a matter of invitations to a social dinner. Beyond that there were no ties.

32 Affidavit Otto OHLENDORF of 6 April 1948 339

The affiant states as follows:

I have been confronted with the prosecution document No. NI-14 519. In this connection I must say that this notation is absolutely unknown to me. In addition I state that I have never spoken in the "Circle of Friends" about the topics mentioned in this notation."

Supplement to Doc. Book III BUNTEFISCH
(Index)

Page	Contents	Bue.No.	Exh.No.
33	<u>Affidavit of Karl BLESSING of 6 April 48.</u>	336	
	The affiant comments on the prosecution document No. NL-8106 which was shown to him.		
	The survey made by Herr KRANFUSS in this document, recording how often the individual gentlemen attended the evening meetings of the circle of friends, is arbitrary and misleading. The affiant knows that Dr. BUNTEFISCH appeared only very rarely in 1940 on account of an operation on his eyes. In addition he knows that Herr BOERGER came very frequently even after the fall of 1943. The composition of the circle was subject to continual changes. A normal attendance of such an evening would therefore not admit deductions at all as to whether anybody, who had been present heretofore, had received an invitation or not.		
34	<u>Continuation of the interrogation of Dr. Heinrich BUNTEFISCH on 16 April 1947.</u>	345	
64	<u>Affidavit Dr. Heinrich BUNTEFISCH of 15 April 48.</u>	355	
	The affiant comments on the prosecution document NL-6233, exh.1976, with which he was confronted, in comparison with the record of 16 April 47, document Bue.345: The prosecution document No. NL-6233 is said to render the gist of the interrogation which was the basis of the record contained in the document Bue. 345. The comparison of the two documents shows that the interrogation has quite another meaning than the affidavit although the defendant, when signing the affidavit, was told that the latter was a replica of his interrogation.		
66	Architectural sketch showing additions to the Wevelsburg, Westphalia, with an affidavit of Dr. Hans FLAEBCHNER, Attorney-at-Law, dated 1 May 1948.	355	

C o p y .

I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT, DEPART. OILS
BERLIN NW 7

Herr Director Dr. KRAUCH, Ludwigshafen

Herr Director Dr. SCHNIDER, Leuna Plants

6 February 1937.

Guarantee agreement Leuna

In the course of the various discussions with President Dr. SCHACHT, concerning the financing of the new mineral-oil plants and in connection with it about the guarantee to be taken over by the Reich, Herr Dr. SCHACHT has repeatedly voiced his opinion, that he did not intend to sign guarantee-agreements for the new factories, which would correspond to the Leuna-agreements. His intentions are, as he stated, to let the plants have greater opportunities for special amortizations and profits, which should be used for research-work and improvements of the plants.

I then asked Herr Dr. SCHACHT and Herr SCHLATTMANN on one occasion, whether they would basically be prepared, to cancel the Leuna agreement also, if we would repay in one lump sum the guarantee money which we had received from the Reich up to the present, including the accrued interest. Herr Dr. SCHACHT did not refuse this proposal in principle, and Herr SCHLATTMANN was of the opinion, that the Ministry for Finance ought certainly not to have any gain from the profits which might be made from the gasoline production in Leuna.

I therefore am of the opinion that the time has come to start negotiations with the Reich Ministry for Economics (RWIM) with regard to the cancellation of the agreement; it is a matter of course that Leuna, like all new factories, will then have to receive a market- and

so-called rationalization-guarantee.

The enclosed table gives an idea of how the situation will probably look if the guarantee agreement is maintained or redeemed.

Since the present moment is favorable for such negotiations, I would like to request you to inform me as soon as possible whether I should act in this sense.

With German Greeting
signed: Dr. FISCHER.

1 copy to:

Herr Geheimrat SCHMITZ, Berlin

" Direktor DENCKER, Frankfurt/Main

" Assessor LUDEN, Jur. Dep., Ludwigshafen

Office of management Sparte I, Ludwigshafen

Nitrogene-calculation, Berlin

AFFIDAVIT.

I, Emil WUERTE, residing in Frankfurt/Main-Eschersheim, 13 Josephs-
kirchstrasse c/o Wagner, have been informed that I render myself liable
to punishment, if I submit a false affidavit. I declare upon oath,
that my statement corresponds to the truth and was made in order to
be submitted in evidence to the Military Tribunal in the Courthouse in
Munich, Germany.

I was born on 26 January 1892. Since 1 December 1919 I have been
an employee, since 1937 a commercial representative of the I.G. Farben
Industry A.-G. and of the Ammonium-Merseburg GmbH, Leuna plants, in
the department Nitrogen-calculation and the accounting office Sparte I
and am at present employed by the Control Office of the I.G. Farben-
industry, A.-G., department sales-accountants office Nitrogen and Oils
in Frankfurt/Main. On the basis of my activity and the documents to
which I have access, I have made the foregoing copy of a copy and en-
closures contained in the folder 70-3.

Frankfurt/Main, 26 January 1948.

signed: Emil WUERTE.

Copy

Enclosure to letter dated
6 February 1937.

Confidential

Survey of the results of the Leuna-guarantee-agreement

- 1.) Total payments made by the Reich 1934-1935
Approximately RM 5,890,000.—
Repayments of the I.G. until 30 September 1936: RM 1,538,000.—
State of Reich subsistence on 1 October 1936: RM 4,252,000.—
Interest, which possibly will have to be paid
in case of redemption of the rest of the amount
(4% until 31 December 1936) RM 432,000.—
approximately RM 4,700,000.—

Total redemption-amount

- 2.) Our payments to the Reich for the 4th quarter
1936 and the first quarter 1937 will approximately
be the following:

4th quarter of 1936:

Difference between I.G. - proceeds and guaranteed price	RM 530,000.—
Repayment of the difference in the sales-expenses (deduction from commission)	RM 2,200,000.—

1st quarter of 1937:

Difference between I.G. proceeds and guaranteed price	RM 1,370,000.—
Profit on 40,000 t supply with D.A.P.G. and Rhena from increased mineral-oil tax RM 50.— ton	<u>RM 2,000,000.—</u>
	RM 6,100,000.—

3.) The figures under 1 and 2 show, that we will probably repay until 1 April 1937 if the guarantee agreement is maintained:

against a debt to the Reich to the amount of	RM 6,100,000.—
	<u>RM 4,700,000.—</u>

so that already at this moment our payments with RM 1,400,000.— are above the subsistence given by the Reich.

6 February 1937.

C o p y

Enclosure to letter of 6 February 1937.

Survey of the financial results of the guarantee-agreement in 1937

On the basis of a guaranteed price of RM 250.— for the ton Lanna-Bi, our payments to the Reich would amount to the following:

Basis: 250,000 t car-gasoline
80,000 t aircraft-fuel

Supplement to Doc. Book III HUETEFISCHE
 Document HUETEFISCHE No. 344
 Exhibit No.

sales	quantity of gasoline	difference between I.G. proceeds and guaranteed price	total payments (taxes)
Gasoline	135,000 t	RM 3.75.5	RM 505,000.—
D.A.P.G. and Rhema	125,000 t	RM 38.40 t	RM 4,800,000.—
Profits on supplies with D.A.P.G. and Rhema from increased mineral-oil tax			RM 2,000,000.—
Re-payment of commission:			RM 2,300,000.—
-----			-----
260,000 t			RM 9,600,000.—

When decreasing the guaranteed price to RM 240.— and conditions otherwise remaining the same, our expenses would increase by RM 10.— and for 260,000 t by

RM 2,600,000.—

to about:

RM 12,000,000.—

K-Ho
 6 February 1937

. . .

C o p y .

Enclosure to letter of 6 February 1937

Should the stipulated 80,000 t of aircraft gasoline be only partly purchased, the D.A.P.G. and Rhema quantities would increase. Payments to the Reich would increase in each case for

10,000 t gasoline at a guaranteed price of RM 250.— t to: RM 380,000.—
 and at a guaranteed price of RM 240.— t to: RM 480,000.—

6 February 1937.

I certify herewith the foregoing signature, given before me by Herr Emil WÜRST, residing at Frankfurt/Main-Eschersheim.

Frankfurt/Main, 26 January 1948.

signed: Dr. Walter BACHM
 (Dr. Walter Bachm)
 Assistant Defense Counsel.

Supplement to Doc. Book III BUNTESFISCH
Document BUNTESFISCH No. 359
Exhibit No.

C o p y

Year Book

of

the German

M I N E R A L O I L E C O N O M Y

published

in conjunction with the

Economic Group Fuel Industry

and the

Special Group mineral oil

by

Karl-Heinrich v. THUENEN

Referent in the Reich ministry of economics.

Edition 1939 - 40

NATURAL SCIENCE AND TECHNOLOGY

Publishers Fritz KNAPP, Frankfurt on the Main.

Reich Ministry of Aviation

71

8. THE REICH MINISTER OF AVIATION

Berlin W 8, Leipziger Strasse 7, Tel. 120 047.

Main administration agency for aviation and Supreme Command of
the Luftwaffe.

O r g a n i z a t i o n :

The Reich Minister of aviation and supreme commander of the
Luftwaffe: GOERING, Field-marshal.

State Secretary of aviation and inspector general of the Luftwaffe:
MILCH, General.

Competent agency for mineral oil questions:

Commanding general of (ordinance, Generalfeldzeugmeister) techni-
cal office.

The following are, among others, subordinated to the Reich Ministry
of Aviation:

- a) German Experimental Institute for Aviation (Deutsche Versuchsan-
stalt fuer Luftfahrt) E.V. (DVL), Berlin-Adlershof.

The Institute for Fuel Research (Institut fuer Betriebsstoff-
forschung) belongs to the DVL.

- b) Deutsche Lufthansa A.-G., Berlin SW 29, Airport Neubau,
Tel. 19 53 53

I hereby certify that the above is a true and correct copy.

Nuernberg, 3 May 1948.

signed: Dr. Hans FLAUCHNER
Attorney-at-Law

C o p y

Year Book

of the German

MINERAL OIL ECONOMY

published in conjunction

with the Economic Group Fuel Industry and the
Special Group Mineral Oil

by

Karl-Heinrich v. THIEMEN

Referent in the Reich Ministry of Economics.

Edition 1939 - 40

NATURAL SCIENCE AND TECHNOLOGY

Publishers Frits KNAPP, Frankfurt on the Main.

258 Quality regulations for motor fuels.

10. QUALITY REGULATIONS FOR MOTOR FUELS.

- a) Instruction Nr. 22 of the supervisory office for mineral oil (motor
fuels) dated 12 April 1939.

(DRA.No.84 of 12 April 1939)

On the basis of the regulation concerning goods traffic, dated
4 September 1934, (Reich law journal I page 816) within the regulation
of 28 June 1937 (Reich Law Gazette I page 761) in connection with the
regulation concerning

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the establishment of supervisory offices, dated 4 September 1934
(Deutscher Reichsanzeiger and Prussian Staatsanzeiger (German Reich
Journal and Prussian State Journal) Nr.209 of 7 September 1934) the
following is ordered with the sanction of the Reich Economic Minister

Article 1

Permitted motor fuels.

Only the following mixtures are permitted to be used as motor fuels:

1. Gasoline (Benzin) - Benzol mixture

- a) Octane rating: As a rule 80 (C F R Research method).
- b) Production: The amount of Benzol required to establish the fixed octane value is to be mixed with the gasoline.

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Document BUETEFISCH No. 348
Exhibit No. ...

However, this may not be less than 30% by weight.

2. Super-gasoline

- a) Octane rating: As a rule 80, maximum 82 (C F R Research method).
- b) Production: A maximum of 0.4 cubic centimeters of "Tel." are to be mixed with the gasoline for every liter. Should the octane rating of 80 not be reached through this Benzol is to be added in the quantity required to bring the octane rating up to the fixed figure. However, this may not exceed 15% by weight.

3. Vehicle gasoline (Fahrbenzin) N.

- a) Octane rating: As a rule 74, maximum 45 (C F R Research method).
- b) Production: In accordance with the regulations of the Reich monopoly administration of brandy 13%, by weight, of fuel spirits (Kraftspiritus) is to be mixed with the gasoline. Should the octane rating of 74 not be reached by this Benzol is to be added in the quantity required to bring the mixture up to the fixed octane rating; however, this may not exceed 10% by weight.

4. Vehicle gasoline (Fahrbenzin) S

- a) Octane rating: As a rule 74, maximum 75 (C F R Research method).
- b) Production: A maximum of 0.4 c.c. of "Tel." is to be mixed with the gasoline for every liter. Should the octane rating of 74 not be reached by this Benzol is to be added in the quantity required to raise the octane rating to the fixed amount. However, this quantity of Benzol may not exceed 10% by weight.

Article 2

Territory open to sales.

1. Gasoline-Benzol mixture and super-gasoline (Article 1, cypher 1 & 2) are permitted in the entire Reich.
2. Vehicle gasoline N (Article 1, cypher 3) is only permitted in East Prussia and in the areas north of the following line: Reichsstrasse NR. 65 from the Dutch frontier near Bentheim up to its intersection with Reichsstrasse Nr. 1 near Braunschweig. Reichsstrasse Nr. 1 as far as Helmstedt, from there Reichsautobahn via Berlin Ring (South tangents) as far as Frankfurt-Oder; Reichsstrasse Nr. 167 as far as Schwiebus; Reichsstrasse Nr. 97 as far as the Polish frontier near Tirschtiegel.

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Document BUETEFISCH No. 348
Exhibit No. ...

Gasoline stations which are located in villages which are touched by the border-line or gasoline stations which are located on streets which constitute the border-line belong to the district in which vehicle-gasoline N is permitted.

Mineral Oil Year Book

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3. Vehicle-gasoline (Fahrbenzin) S (Article 1, cypher 4) is only permitted in those parts of Germany not mentioned in Article 2.

Article 3

Significance of permission

For use as motor fuels only those mixtures may be issued which are authorized at the place of issuance; only these mixtures may be put into gasoline tanks of vehicles or into other internal combustion engines.

Article 4

Regulations concerning exceptions.

(1) The regulations of Article 1 to 3 do not apply/

1. to those supplies of hitherto permitted motor fuels which were in stock at the time of the publication of this decree, and
2. to the issuance and use of motor fuels for aircraft.

(2) The supervisory office for mineral oil can, furthermore, permit exceptions to the regulations of this decree. The permission for exceptions may be made subject to conditions and stipulations and may be cancelled at any time.

Article 5

Conditions of punishment.

Anyone who acts contrary to this decree or these stipulations (Article 4) will be punished in accordance with Articles 12 to 15 of the regulation concerning goods traffic.

Article 6

The taking effect of this decree.

This decree, which also applies to Austria and the Sudeten German areas takes effect on 1 May 1939. Simultaneously the following regulations of the supervisory office for mineral oil become void:

Supplement to Doc. Book III HUETEFISCH
Document HUETEFISCH No. 348
Exhibit No. : : : : : . . .

1. Decree No. 15 of 29 September 1937 (Deutscher Reichsanzeiger and Preussischer Staatsanzeiger (German Reich Journal and Prussian State Journal) No. 234 of 29 September 1937).
2. Decree No. 15 B of 31 August 1938 (German Reich Journal and Prussian State Journal No. 202 of 31 August 1938).

I hereby certify that the above is a true and correct copy.
Nurnberg, 3 May 1948.

signed: Dr. Hans FLAETSNER
Attorney-at-Law.

Copy: National Edition of the "Frankfurter Zeitung", No. 164-165, of
30 March 1941, page 17.

Kontinentale Oel-A.G. Berlin

A Holding Company in the Oil Industry for Petroleum Participation Abroad.
The Kontinentale Oel-AG, with a stock capital of 80 million, has been found-
ed in Berlin as a collective enterprise of the German mineral oil industry.
The task of this company is ^{to} represent the interests of the German mineral
oil industry, above all abroad, and to acquire stock in other mineral oil
enterprises. The acquisition of stock in Roumanian companies from Bel-
gian and French owners is pending. The capital of the company has been
divided into 50 millions in registered stock and 30 millions in stock pay-
able to bearer. An increase in capital stock by 120 millions, through
the issue of another 40 million shares payable to bearer, has been pro-
vided for in the statute. The registered stock, with 50 votes per share,
have been taken up by the founder-members, and will be paid for immediate-
ly. The stock payable to bearer, ^{has} for the time being, been taken up by
a syndicate consisting of the Deutsche Bank, the Dresdner Bank, the
Reichskreditanstalt and the Berliner Handelsgesellschaft, and were sup-
posed to be offered later on to the public at the stock exchange. In
view of the necessary strict control of the German mineral oil industry,
representatives of the competent governmental agencies have been elected
into the Aufsichtsrat. In view of the special importance of the tasks
of the company, Reich Minister of Economy FUNK has, upon request of the
founders, taken over the chairmanship. Besides representatives of the
mineral oil industry, representatives of the synthetic fuel industry, the
mineral and coal lignite mining industry and the banks are on the Auf-
sichtsrat. Accordingly, the Aufsichtsrat is composed as follows; chairman:
Reich Minister of Economy and President of the Reichsbank "altherr FUNK;
deputy chairman: State secretary KEPPLER and State secretary NEUMANN;
members: General der Infanterie THOMAS (Office for War Economy and Armam-
ent), Ministerial

(page 9 of original, cont'd)

Dirigent von HEEMSKERCK (Reich Ministry of Aviation),
Ministerial Rat FITZER (RWM), Professor Dr. KRAUCH (Pleni-
potentiary for the chemical industry), Ministerial Di-
rektor GRAMSOH (Four-Year-Plan), Ministerial Rat KADGEE
(Four-Year-Plan), Direktor SCHIRNER (Deutsche Erdoel),
General-Direktor WESSELMANN (Preussag), Direktor Hans
BROCHEMUS (Elverath, Deurag), General-Direktor ROSTERG
(Mintershall), Dr. BUETEFISCH (I.G.-Farben-Industrie),
General-Direktor Baurat TEHLING, Direktor ABS (Deutsche
Bank), Dr. RASCHE (Dresdner Bank), Staatsfinanzrat
WESSELMANN (Berliner Handelsgesellschaft), Direktor RODE-
WALD (Reichskreditgesellschaft), Min. FISCHBOECK (Kre-
ditanstalt), Direktor BLESSING (Margarine-Union), Dr.
FISCHER (Reich Ministry of Economy).

Justizrat Count von der GOLTZ, Dr. Franz HEYLER (Reich Group Trade), Professor BENIZ, Direktor Fritz KRANEFUSS (Braunkohlenbenzin AG), Bergwerksdirektor H. KAUERT (Gelsenkirchen), Dr. DAMM. The Aufsichtsrat has set up a working committee under the chairmanship of Dr. FISCHER, to which belong the Messrs. BROCHHAUS, BLESSING, FISCHBOECK and FETZER. Until the permanent Vorstand has been appointed a managing board has been put in charge, consisting of the same people as the working committee of the Aufsichtsrat. Berlin.

In a fundamental sense, as well as in a practical one, this new organization is of the utmost importance. Government initiative, radiating from the Four-Year-Plan, has been merged here in a novel, and it seems in a particularly happy union with the initiative of private industry active in the field of mineral oil. The cooperation between state and industry, already known from the work of the Four-Year-Plan and put into practice, is already manifest from the composition of the Aufsichtsrat, but is not limited to that fact nor to the fact that private industry holds stock in the company; a participation which will extend to the small shareholder after the stock has been offered at the stock exchange as announced. However, it is not only that new investment securities are introduced on the capital market. As may be added here, this introduction is aimed at getting the German investor used again to securities based on assets abroad, in order to thus

Page 3:

prepare for economic and financial tasks which the German capital market will have to fulfill after the war. Care was taken that, apart from a capital interest, the state will always retain economic control and influence. On the other hand, the opportunities of initiative have, by special directives, been safeguarded in every respect for the private mineral oil companies, whose achievements during the last few years have contributed decisively to the present favorable supply situation. The Kontinentale Oel - AG will operate as a holding company in the first place. Where interests may overlap, the company will favor the private enterprises having founded it, and it will leave them their opportunities to operate as well as open up new ones. Quite apart from the fact that the new company will make no drillings at home, thus not competing with existing enterprises, it is not to infringe either upon rights private enterprises have already acquired abroad. All the same, it will be necessary to establish amicable relations, since it will be the main task of the Kontinentale Oel-AG to combine German mineral oil interests in a common front with regard to foreign countries. Accordingly, new drillings abroad or participations

abroad will only be possible in agreement with the company. In order to avoid misunderstandings, it has to be added here, that the Kontinentale Oel-AG is not to operate in the field of synthetic fuel production. Its tasks are exclusively in the field of natural oil production, which beside the synthetic products, will be indispensable to the supply of Germany also in future. If there are representatives of synthetic gasoline and of the mining industry on the Aufsichtsrat, then the only reason is to establish, right from the beginning, contact between the sources of supply, of equal importance for German transportation; a contact which will make possible a constant cooperation and common solutions of the existing problems.

No words need be wasted on the political importance of mineral oil. The Versailles Treaty robbed Germany of her part-ownership in regions, the opening up of which was only due to

Page 4:

Germany's initiative (Names at that time are for instance: Steaus, Romana, Concordia, Credit Petroleum in Rumania, Pechelbronn/Alsace.) In that sense, Germany is only regaining her property. Since 1918, Germany was, in her imports of mineral oil, entirely dependent on the Anglo-Saxon import trusts and thus made almost only an object of international oil policy. Only under great difficulties and great sacrifices was it made possible, in spite of all, to guarantee at least for Germany the supplies necessary for the prosecution of the war. It is self-understood that this state of affairs, unworthy of a great Power, must not be allowed over to return, and that mineral oil policy, as far as it affects Germany, will have to be made in Germany. Germany must be put in a position to control the production, refining and shipping of her supplies of mineral oil. This is the purpose the new company will serve, combining all the forces existing in that field.

CERTIFICATION.

The above copy corresponds to the article in the Frankfurter Handelsblatt of 30 March 1941, No. 164-165, page 17.

Freiburg i.Br., 14 April 1948

(L.S.)

Bad. Notary-Office I Freiburg
Justizrat, signed signature, as notary

Bill of Fees

This is to certify that the above document is a true and correct copy.

Nuernberg, 3 May 1948

signed: Dr. Hans FLAEBCHNER
Attorney-at-Law

Walther DIHLMANN

A f f i d a v i t.

I, the undersigned Walther DIHLMANN, business man, resident in Frankfurt/Main, Klueberstrasse 24, have been warned that I shall render myself liable to punishment if I make a false affidavit. I declare upon oath that my affidavit is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

The defense has shown me the copy of the Prosecution document No. NI-14579, Exh. No. 1983, relating to the Continental Oil Company, and asked me to make a statement.

In this connection I have to say the following:

Under the German Stocks Law, the Vorstand has to submit to the Aufsichtsrat an oral or written report every three months. The document presented to me is such a report.

In consideration of the abundance of commercial transactions of the Continental Oil Company and its affiliated associations, it is comprehensible that the reports contained only a summary of the most important matters. It is a general rule under the Stocks Law that the Aufsichtsrat has only a supervisory function (see Article 95 of the Stocks Law).- In the case of the Continental Oil Company, the Reich was represented in the Aufsichtsrat by a number of official persons, including the Reichminister of Economy and two State Secretaries of the Plenipotentiary of the Four Year Plan Hermann GOERING. In consideration of this composition of the Aufsichtsrat it would be comprehensible that the representative of the I.G. Farben from the very outset refrained from maintaining an individual opinion in this body which had only supervisory functions.

With respect to France.

On the basis of directives of the Plenipotentiary of the Four Year Plan Hermann GOERING, of the Reich Ministry of Economy and/or of the Reichminister for Armament and War Production (Minister SPEER), the Continental Oil Comp. conducted negotiations on a private economic basis with the owners of the French refining plants with respect to the taking over of certain installations for the utilization in the East, which negotiations, under the contracts concluded with the French refining plants, obligated the Continental Oil Comp. to replace the removed machine parts and installations after the war in kind according to the latest phase of technology.

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Book III BUETEFISCH
BUETEFISCH Doc. No. 349
Exh. No.

The passage contained in the document No. NI-14579; Exh. No. 1983, which says that the Continental Oil Comp. had incurred on a private economic basis the liability of making re-constructions to an amount of approximately 12 million RM, refers to this liability of under Civil Law.

With respect to Rumania.

To a considerable extent, the Ostoel Berlin had placed orders for the delivery of crude oil drilling and pumping machinery with the respective German industry, and devices and machinery of this nature had been placed at the disposal of the Ostoel by the German Mineral Oil Companies.

As regards the notation in the document No. NI-14579, Exh. No. 1983, to the effect that the Ostoel branched off and placed at the disposal of the Rumanian companies material which was not wanted, these are private economic measures within the Konzern and only dealt with arrangements for the transfer of various material from one affiliated company to another, in which connection such devices and machinery were also placed at the disposal of non-member companies in Rumania on the basis of agreements.

With respect to the Continental Oil Transportation Company, Ltd.

Page 5, paragraph 4 of document No. NI-14579, Exh. No. 1983.

As far as I know, this affiliated company was asked by the Reich Ministry for the Occupied Eastern Territories, to collect and safeguard the tank cars in the Russian area. At a later date, these tank cars were purchased and paid by the Continental Oil Comp., as far as I know. - The formerly Russian tank cars are being operated even to-day by the Continental Oil Comp., mostly in the Russian Occupation Zone of Germany.

Frankfurt/Main, 13 April 1948:

(signed): Walther DIHLMANN
(WALTHER DIHLMANN)

The foregoing signature of Herr Walther DIHLMANN, residing in Frankfurt/Main, Klueberstrasse 24, affixed before me, is certified herewith.

Frankfurt/Main, 13 April 1948.

(signed): Dr. Walter BACHEM
(Dr. Walter BACHEM)

Assistant Defense Counsel.

A f f i d a v i t .

I, Karl BLESSING, residing in Vaihingen-Enz, Stuttgarterstrasse 67, have been warned that I shall render myself liable to punishment if I make a false affidavit. I declare upon oath that my affidavit is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

From the fall of 1941 until the end of the war, I was in fact a compulsorily drafted member of the Vorstand of the Continental Oil Comp. Ltd., Berlin and had primarily to deal with matters of finance and general administration.

The report to the Aufsichtsrat by the Continental Oil Comp. Ltd., of 3 March 1943, NI-14579, is only a communication of the company to the members of the Aufsichtsrat and contains the commercial activities of the Continental Oil Comp. which had been transacted in accordance with superior orders.

The passage: "With respect to the refining machinery removed from France we are at present under the liability to make reconstructions to an amount of approximately 12 million RM", says that the Continental Oil Comp. had concluded agreements on a private economic basis with the French Refining Plants with respect to the taking over of machine parts, the Continental Oil Comp., Ltd. assuming the obligation to reconstruct and install the removed parts after the end of the war.

The other passage in the document No. NI-14579 on page 4: "Among other things, we shall branch off and place at the disposal of the Rumanian Companies material which is not wanted at present by the Ostoel" is only an internal arrangement of the management.

The Passage: "The Continental Oil Comp. methodically continued with its work, in particular with the collection of the captured Russian tank cars", means that the company was under express orders of the OKW to safeguard and control these tank cars.

All steps mentioned here were carried out without any cooperation of the members of the Aufsichtsrat; for these reasons, Herr Dr. BUETEFISCH had also nothing to do with these individual measures,

Vaihingen, 6 April 1948.

(signed): Karl BLESSING
(KARL BLESSING)

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BUETEFISCH Doc. No. 338
Exh. No.

Certificate of Signature.

The foregoing signature of Herr Karl BLESSING,
Vaihingen-Enz, Stuttgarterstrasse 57, has been affixed
before me, the town clerk, to-day, which fact is cer-
tified herewith and attested to by me.

Vaihingen-Enz, 6 April 1948

The Town Clerk

(signed): STARK.

Fcc: 2 RM.

This is a true and certified copy of the above
document.

Huernberg, 3 May 1948.

(signed): Dr. Hans FLAEGHSNER
Attorney-at-Law.

AFFIDAVIT.

I, Dr. Karl WINKLER, residing in Ludwigshafen-Oggersheim, have been warned that I render myself liable to punishment if I submit a false affidavit. I declare upon oath that my statement corresponds to the truth and was made in order to be submitted in evidence to the American Military Tribunal in Nuernberg.

From 1 January 1942 until the end of the war I have been Chief-Engineer of the Continental Oil A.-G. Berlin and therefore know the chemical-technical plans of this firm very well. As far as I can remember, Herr Dr. BUEHLISCH had never taken any active part therein. I remember that at one time a chemical-technical advisory council had been formed in the Continental Oil. The nominations to this advisory board in my opinion were more of a complimentary gesture on the part of the Continental-Oil for the firms which were represented by those gentlemen. The committee as such was to be asked to give in special cases advice in chemical-technical matters, but in practice never became active. In any case, the advisory board never had any decisive or authoritative influence on the planning and the business management of the Continental Oil A.-G.

Ludwigshafen-Oggersheim, 31 March 1948

signed: Dr. Karl WINKLER
(Dr. Karl Winkler)

I certify herewith the foregoing signature, given before me by Herrn Dr. Karl WINKLER, residing at Ludwigshafen-Oggersheim.

Ludwigshafen-Oggersheim, 31 March 1948.

signed: Dr. Kurt HARTMANN
(Dr. Kurt Hartmann)
Assistant Defense Counsel

AFFIDAVIT.

I, Karl BLESSING, residing at 67, Stuttgarter Strasse, Vaihingen-
Enz, have been warned, that I render myself liable to punishment if
I submit a false affidavit. I declare upon oath, that my statement
corresponds to the truth and was made in order to be submitted in evi-
dence to the Military Tribunal in the Courthouse of Nuernberg, Germany.

Between autumn 1941 and the end of the war I was de facto a war-
conscripted member of the Vorstand of the Continental Oil A.-G. Berlin
and above all dealt with finance- and general administrative affairs
there.

At the suggestion of Dr. FISCHER, my colleague in the Vorstand, a
chemical-technical advisory board was to be established in 1942 at the
Continental Oil A.-G., which in an expert capacity was to advise the
company in special technical questions. This committee was not to have
any authority to make decisions. Their activity was to be one of mere-
giving/
ly/expert opinions in special cases for questions of technical proces-
ses and mechanical problems, as would have been asked otherwise from
an engineering-bureau. Herr Dr. BUETTISCH was considered as the chair-
man of this technical committee, which was to be composed of a few
technicians from the Mineral Oil Industry, because he was known as one
of the leading experts in technical questions in the field of mineral
oils. Whether this advisory board was formally established at all, I
cannot remember very clearly. I can only remember that this advisory
board had been asked in two cases, in particular questions of the Po-
lish and Rumanian petroleum refineries, to give its opinion.

Herr Dr. BUETTISCH did not play an active part in this matter,
probably because it was not a matter falling into his special field

of activity, which concerned itself mostly with hydrogenation- and processing questions. I cannot remember that the advisory board had been called upon by the Continental Oil A.-G. to give advice in any other questions. This organization therefore, as far as it existed at all formally, died a natural death.

Vaihingen-Enz, 6 April 1948.

signed: Karl FLESSING

Certification of signature.

foregoing signature of Herrn Karl FLESSING, at 67 Stuttgarter Strasse, Vaihingen-Enz, given today before me, the townclerk STAECK,

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is herewith certified and attested to by me.

Vaihingen-Bez., 6 April 1948.

Town Clerk:

(L.S.)

signed: STAPK

Fee: 2.-- RM

Record No. 2

The correct and true copy of the foregoing document is certified.

Muenberg, 3 May 1948.

signed: Dr. Hans FLAEBESNER

Attorney-at-Law

ALFRED HERRIGER
Attorney-at-Law

AFFIDAVIT.

I, Alfred HERRIGER, Attorney-at-Law, residing at Haus am Teich, Buederich, have been warned that I render myself liable to punishment if I submit a false affidavit. I declare herewith under oath that my statement corresponds to the truth and is being made in order to be submitted in evidence to the American Military Tribunal in Muerenberg.

I have been working during the war as legal advisor of the Eastern Oil G.m.b.H. in the Konzern of the Continental Oil A.-G. In this capacity and in view of the fact, that I was subsequently entrusted with the liquidation of the Eastern Oil and had taken over the business management of another branch of the Continental Oil A.-G., I could get an insight into the planning of the Konzern.

I never knew that a chemical-technical advisory board of the Continental Oil A.-G. under the chairmanship of Herrn Dr. BUEFFISCH, had been activated for the field of activity of the Eastern Oil G.m.b.H. Since the chemical-technical plannings of the Continental Oil A.-G. concerned themselves for the greater part with the activity of the Eastern Oil G.m.b.H. I believe, that I would have come into contact with this advisory board, if it had operated.

It is possible that a chemical-technical advisory board of the Continental Oil A.-G. had been planned; but it is not known to me that such plans materialized. Whether and to which extent such an advisory board had been planned or has been operating in other fields of activity of the Continental Oil A.-G., I cannot state either.

Buederich, 21 April 1948

signed: Alfred HERRIGER.

Document No. 267 for 1948.

I herewith certify the signature of Herrn Alfred HERRIGER, Attorney-
at-Law at Buederich, Hens am Teich, given before me.

Duesseldorf, 21 April 1948.

The Notary

signed: Robert GONNELLA

Costs:

Value: unspecified RM

Fee Par.Par. 144, 26, 39 RK RM 4.—

Additional fee Par.Par. 153, 52 RM 0.12

Turnover Tax RM 0.12

signed: GONNELLA.

A f f i d a v i t .

I, Dr. Kurt HARTMANN, residing Ilvesheim near Mannheim, Goethestrasse 25, having been warned that I render myself liable to punishment if I make a false affidavit, do hereby declare on oath that my statement is the whole truth and was made to be submitted in evidence to the Military Tribunal in Nuernberg, Germany:

With reference to the letter of the Stickstoffwerke Ostmark A.G., dated 31 July 1944, to "Buero-Sparte (Division) I, attention of Herr Dr. HARTMANN", which was presented in court recently, I can make the following statement (the document is numbered NI-14 497, and was filed as Prosecution exhibit No. 1960):

The nitrogen plant Sluiskil had been put out of operation by enemy air raids and the German planning offices subsequently decreed that the plant parts should be dismantled in order to be used for the extension of the German nitrogen plants, in lieu of the new equipment these plants had considered for the scheduled extensions. The WIFO (Economic Research Company), a Reich sponsored company, was commissioned to make the necessary arrangements in this matter, and they had to conduct the negotiations concerning the question of compensation with the original owner of the plant parts, i.e. the management and the principal stockholders of Sluiskil, and to arrange the dismantling and removal. The WIFO, in turn, sold the equipment to those German nitrogen plants to whom it had been allocated by the planning offices, charging them prices which were calculated to cover all the expenses which the WIFO had incurred in handling this equipment.

The consignees, however, found themselves confronted with the fact that in this transaction they had to defray not only the costs of the dismantling and the long transport, but moreover the costs of various repairs of damages to the equipment; furthermore, the strange equipment did not fit perfectly into the existing plant installations, but necessitated expensive alterations, both structural and technical. The installation of this used equipment which was no longer in top condition would indeed have caused considerably more expenses, than if new apparatus had been bought. Such a transaction appeared to be all the less justifiable, as the re-use of the Sluiskil equipment was due, not to any initiative on the part of the German plants, but to an official decree. It gave rise to the wish that the resulting additional expenses should be borne, in some way or other, by some Reich agency, so as to avoid their being debited to the industry. As some of the Sluiskil equipment had to be used also in Division I,

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the Management of Division I, had the task to negotiate with the Reich Ministry of Economics about the refund of the additional expenses. The plant management of the Stickstoffwerke Ostmark A.G. asked me as the responsible representative of the Divisional Office at these negotiations with the Reich Ministry of Economics to take care also of the identical interests of the nitrogen plant. This is the tenor of the above-mentioned letter.

The interests of the owners of Sluiskil could not possibly be prejudiced by these negotiations with the Reich Ministry of Economics, as the latter were an internal German affair and the basic arrangements between Sluiskil and the WIFO were a matter apart.
Nuernberg, 13 April 1948.

(signed): Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)

The above signature of Herr Dr. Kurt HARTMANN, resident of Ilvesheim near Mannheim, given before me, is herewith certified by me.

Nuernberg, 13 April 1948.

(signed): Dr. Hans FLAECBSNER
(Dr. Hans FLAECBSNER)

This is to certify that the above is a verbal and correct copy:

Nuernberg, 3 May 1948.

(signed): Dr. Hans FLAECBSNER
Attorney-at-Law.

A f f i d a v i t .

I, Dr. Reinhard GOLDBERG, residing at Wechlerstrasse 13, Ludwigshafen on Rhine, having been warned that I render myself liable to punishment if I make a false affidavit do hereby declare on oath that my statement is the whole truth and was made to be submitted in evidence to the Military Tribunal in the Palace of Justice in Nuernberg, Germany.

The nitrogen plant SLUISKIL has repeatedly been hit during enemy air raids. At first attempts were made to restart the plant again after every raid. After some time, however, the German Flak Command pointed out that a permanent protection for SLUISKIL could no longer be guaranteed. Thereupon, the German authorities decreed that part of the plant equipment should be used in suitable plants in Germany. The selection of the plants was a responsibility of the German planning authorities which, in turn, ordered the plants which they had selected to dismantle and re-mount the required equipment according to plan. The financial part of these negotiations was taken care of by the WIFO (Economic Research Company) which was attached to the Reich Ministry of Economics and operated on strictly commercial principles. The WIFO had to settle the question of compensation with the original owner on the one hand, and, on the other hand to negotiate on commercial principles the sale of the equipment with the plants which, in accordance with the orders of the planning authorities, had to take it over. It was obvious that the price which the WIFO charged was calculated on commercial considerations and had to cover the entire expenses of the WIFO. It was a matter of course, too, that the plants which took over the equipment acted on commercial principles and, on taking delivery, voiced the considerations which were decisive for them. Thus, these plants had to repair any damage done to the equipment in dismantling or in transit. As the measurements of most of the equipment did not fit in with the existing installations, alterations had to be made. As the case may be supplementary equipment had to be installed to some extent. All these factors were taken into account by the plants and brought up for discussion during the negotiations with the WIFO. On the whole of course, the re-mounting of dismantled parts of machinery was, for the above-stated reasons, an unprofitable business as against the installation of new equipment. However, as the re-mounting had been decreed by the authorities it was only natural that the plants should seek a financial compensation for the additional expenses which they incurred by carrying out the government orders. The Management of Division I, which dealt with general financial problems in the sphere

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of the Nitrogen Division was requested, to act also
in behalf of the Ostmarkwerk LINZ in the negotiations
with the Reich Ministry of Economics regarding the
repayment of the additional expenses.

Ludwigshafen-on-Rhine, 7 April 1948.

(signed): GOLDBERG
(GOLDBERG)

This is to certify the authenticity of the above
signature, given today in my presence.

(signed): Dr. Wolfgang
HEINTZELER
(Assistant Defense Counsel
in Trial VI)

Affidavit

I, Ulrich HAPPE, residing in Dortmund, having been cautioned that I render myself liable to punishment if I make a false affidavit, hereby declare on oath, that my statement corresponds to the truth and was made in order to be submitted as evidence before the Military Tribunal in Nuernberg.

As engineer of the firm of Friedrich UHDE A.G., I repeatedly participated in negotiations concerning the dismantling of some parts of the installations of the nitrogen plant Sluiskil in 1942, and 1943. The plant installations had been confiscated by the German military commander in the Netherlands. Corresponding to the existing demand in German plants, the Plenipotentiary General for Special Problems Relating to Chemical Production allotted some apparatus or installation parts to the plants concerned. The Wifo was called in for the financial settlement with the owners of the plant Sluiskil. The Wifo, on its part, commissioned the firm of UHDE with carrying out the dismantling and shipping tasks. The dismantling chief of the firm of UHDE had instructions to make out precise receipts in Wifo's name before the individual shipments left the plant, and he had to take down the volume of individual installation parts even before the dismantling began. These receipts were to serve as the basis for the compensation to be paid by the Wifo or the German Reich authorities to the owners of the plant.

The German plants, which had to take over the dismantled installation parts, had no direct contact with the plant management Sluiskil. I remember several cases where the German plants took over the parts of the plant Sluiskil offered or allotted to them only reluctantly and under the pressure of circumstances.

Dortmund, 18 March 1948.

signed: Ulrich HAPPE

I hereby certify the signature of Ulrich HAPPE, who is personally known to me.

Dortmund, 18 March 1948

signed: Dr. Kurt HARTMANN

Certified literal and correct copy of the above document.

Nuernberg, 3 May 1948

signed: Dr. Hans FLAETSNER
Attorney-at-Law

Heinrich CONZEN

Hannover-Waldheim;
Rosskampstrasse 3,
Telephone: 8 33 64

at present: Braunlage-Harz
20 March 1948

Affidavit

I, Heinrich August CONZEN, residing in Hannover, Rosskampstrasse 3, having been cautioned that I render myself liable to punishment if I make a false affidavit, hereby declare on oath, that my statement corresponds to the truth and was made in order to be submitted as evidence before the Military Tribunal in Nuernberg, Germany.

I have known Dr. Heinrich BUETEFISCH for 20 years through my work in the field of mineral oil. I know that Dr. BUETEFISCH always strove to protect the property of foreign firms as far as lay in his power, especially in his field of work, and that he tried to protect them from interference by third parties. I can illustrate this attitude by the following example:

From 1940 on, efforts were afoot to confiscate the sales agencies of the foreign oil companies with their distributing agencies and to transfer them into German possession. Dr. BUETEFISCH, with his characteristic energy, always opposed these efforts, in which attempts had been made to induce the I.G. to participate, and it was undoubtedly due to his intervention that this step was not taken.

After the revision of the legal regulations concerning the prospecting rights in Austria. The Austro-Gasco, as a foreign-owned company, had been deprived of its property right. The D.A.P.G., an affiliated company of the Standard Oil of New Jersey, therefore approached Dr. BUETEFISCH through its Generaldirektor CLASEN and his successor, Generaldirektor BREHME, and requested that the I.G. should take over enough mining shares to make the trade group Austro-Gasco a German company. Dr. BUETEFISCH obtained the approval of the I.G. Farben Industrie and was thus able to save for the D.A.P.G. the considerable capital invested in research work. The D.A.P.G. together with the I.G. remained partners in the enterprise.

signed: Heinrich CONZEN

Number 78 of the document register for 1948

I hereby officially certify the signature of the merchant Heinrich
CONZEN of Hannover-Waldheim, made before me.

Herr CONZEN identified himself by presenting his identity card
AK No. 264433 G.A.B., issued by the city of Hannover.

Braunlage, 20 March 1948

signed: Kurt BEESE

(L.S.)

Notary

Computation of costs
Value: 3 000.-- RM

1. Fees par. par. 144, 26, 39 RKO . . .	4.-- RM
2. Sales tax	0.12 RM

total	4.12 RM

signed: Curt BEESE
Notary

Certified literal and correct copy of the above document.

Nuernberg, 3 May 1948

signed: Dr. Hans FLAETSNER

Attorney-at-Law

Affidavit

I, Dr. Erich KRANEPUHL, residing in Balingen-Wuerttemberg, Eberthstrasse 30, having been cautioned that I render myself liable to punishment if I make a false affidavit, hereby declare on oath that my statement corresponds to the truth and was made in order to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

Having worked as a specialist (Referent) in the mineral oil section of the Plenipotentiary General for Special Problems Relating to Chemical Production, I recall that Dr. HENNEWALD, who also belonged to this section, made a short information trip to Galicia in 1942 for the sole purpose of studying conditions on the spot, especially in regard to the technical side of the production of mineral oil. If Dr. BUETEFISCH was sent a copy of the travel report, I am sure it was only to inform him as an expert on mineral oil deposits. The agency forwarded the report to him merely for acknowledgement, and he was not instructed to concern himself with any of those matters in detail since, apart from anything else, the points contained in the report did not fall within the scope of his actual work. Dr. BUETEFISCH certainly had nothing at all to do with labor or working conditions. It definitely was not the purpose of the forwarded report to cause Dr. BUETEFISCH to take any steps.

Balingen, 30 March 1948

signed: Dr. Erich KRANEPUHL
(Dr. Erich KRANEPUHL)

I hereby certify the above signature of the chemist Dr. Erich KRANEPUHL in Balingen, Ebertstrasse 30.

Balingen, 19 April 1948
Town Clerk
signed: Signature

(L.S.)

Value: 500 RM
Fees: 2 RM
Register No. 3-I-48

Certified literal and correct copy of the above document.

Nuernberg, 3 May 1948

signed: Dr. Hans FLAETSNER,
Attorney

Dr. Ing. E. H. Alfred POTT

(22a) Essen, 5 April 1948
Olbrichstrasse 9

Affidavit

I, Dr. Alfred POTT, residing in Essen, Olbrichstrasse 9, having been cautioned that I render myself liable to punishment if I make a false affidavit, hereby declare on oath that my statement corresponds to the truth and was made in order to be submitted as evidence before the American Military Tribunal in Nuernberg.

Until 30 June 1938, I was Plenipotentiary General of the Stinnes mines in Essen, and from 1 July 1938 until I left Upper Silesia in January 1945 I was managing the estate of Dr. jur. Nikolaus Count von BALLESTREM in Gleiwitz-Upper Silesia.

In the war years the coal industry was directed by the following state organs: the Reich Ministry of Economics, Ministry of Armament, Reich Association Coal, Reich Agency for Coal. It was thus deprived of the free initiative of the mine owners. The governmental directing agencies fixed the production goals on the basis of the demand for fuel and the output capacity. The regional authorities (District Groups) and the mining companies were ordered to meet these figures. The products were marketed on the basis of delivery schemes drawn up by the governmental directing agencies and the fuel was distributed to the individual consumer groups in this manner. The mining companies had to turn over their output, after deducting a quantity for their own use coal, allowances and allocations, to the regional coal distributing agency and had no influence on the distribution of these quantities. The allocation for own use was regulated and controlled by the Reich Agency for Coal in conjunction with the Coal Distributing Agency. Thus, the governmental directing agencies also regulated the coal supply of the coal consuming industry from its own mines.

signed: Dr. Alfred POTT

No. 3 of the document register for 1948

I hereby certify the above signature of Dr. Ing. e. h. Alfred POTT, residing in Essen, Olbrichstrasse 9.

Essen, 7 April 1948

signed: KAMINSKI

Notary

Supplement to Document Book III BUETEFISCH
Document BUETEFISCH No. 341
Exh. No.

Computation of costs:

Value	1 000.-- RM	(L.S.)
Fees pars 144, 26, 39 RKO		RM 2.--
Sales tax		RM 0.06

		RM 2.06

signed: KAMINSKI

Notary

Certified literal and correct copy of the above document:

Nuernberg, 3 May 1948

signed: Dr. Hans FLAETSNER

Attorney-at-Law

Affidavit

I, Kurt Freiherr von SCHROEDER, born on 24 November 1889, banker, at present Nuernberg, Court Prison, having been duly cautioned that I render myself liable to punishment if I make a false statement on oath, declare and depose that my affidavit is true and was made in order to be submitted in evidence to Military Tribunal VI, Palace of Justice, Nuernberg, and state the following:

- 1.) The so-called "Circle of Friends around HIMMLER", originally called "KEPPLER-Circle", was no association or club with membership etc., but a purely social meeting of persons, the majority of whom held prominent positions in industry, and part of whom did not even belong to the NSDAP. These meetings were nothing else but invitations for a social dinner which, as far as I know, were not sent to persons picked by HIMMLER, but to those who were close to KEPPLER and had been invited by him. HIMMLER participated in these dinners perhaps once a year for a short while, and then he made only social conversation with those present. Political problems were never discussed at such an affair, nor were speeches made on projects, nor resolutions voted or unanimous suggestions made addressed to agencies of the State or the Party.

When he visited Bavaria in 1935 or 1936, HIMMLER indicated that, besides having laid down for himself tasks in the political field, he had also laid down for himself purely personal tasks of cultural, social and charitable character. But for these tasks he had no money at his disposal. Therefore he asked those gentlemen who had already at an earlier date made personal contributions, or had contributed money through firms close to them, to put some money at his disposal also in the future for the afore-mentioned purposes. He stressed expressly that these contributions were to be used exclusively for these personal matters. As far as the SS were concerned, he had enough money at his disposal.

I must add here that to an expert on German conditions it must appear just about absurd to suppose that the SS had been, as far as its budget was concerned dependent in 1936 or later, on contributions levied on private sources. Its legal position, as well as its position of authority, was at that time no longer one of a private club, but one of a public and legal corporation with a budget, which amounted to more than one billion since the outbreak of war.

Upon HIMMLER's request, several gentlemen and firms made contributions to the purposes mentioned by HIMMLER. The contributions were made during the war too. Expenses for cultural matters did not decrease in Germany during the war. On the contrary, the expenses for charitable and social purposes increased considerably. Since the contributions were used for the same purposes during the war, it is entirely correct to say that their character was not changed.

The I.G. started making contributions in 1942, probably upon a request by Herr KRANEFUSS. The details of the events leading up to it, I do not know.

I met Herr Dr. HUETEFISCH occasionally at the parties of the Circle. As far as I know, he did not attend regularly, but was absent off and on, particularly towards the end of the war.

- 2.) There were no "Members of the Circle of Friends". It merely concerned invitations for a dinner party. Beyond that, there were no obligations.

Nuernberg, 31 March 1948

signed: Kurt Freiherr von SCHROEDER
(Kurt Freiherr von SCHROEDER)

The above signature of Herr Kurt Freiherr von SCHROEDER, at present Nuernberg, Court Prison, and whose person was identified by me, is hereby certified and attested to by me, Werner BROSS, Assistant to defense counsel Dr. Hans FLAEBCHSNER.

Nuernberg, 31 March 1948

signed: Werner BROSS
(WERNER BROSS)
Assistant Defense Counsel in Case VI

This is to certify that this is a true and correct copy of the above document.

Nuernberg, 3 May 1948

signed: Dr. Hans FLAEBCHSNER
Attorney-at-Law

I, the undersigned Otto Ohlendorf, have been warned that I render myself liable to punishment if I make a false affidavit. I declare on oath that my statement conforms to the truth and is being made in order to be submitted as evidence to Military Tribunal No. VI in case VI.

I have been confronted with Prosecution-Documents NI-14 519. I state in this connection that this notation is completely unknown to me. I further state that I never spoke in the "Circle of Friends" about the subjects listed in this notation.

Nuernberg, 6 April 1948

signed: Otto OHLENDORF
(Otto OHLENDORF)

Above signature, given in my presence, of Otto OHLENDORF, personally known to me, is hereby certified.

Nuernberg, 6 April 1948

signed: Werner BROSS, Assessor,
(Werner BROSS).

Assistant Defense Counsel in Case VI

A certified true copy of above document:

Nuernberg, 3 May 1948

signed: Dr. Hans FLAEBCHNER,
attorney-at-law.

I, Karl BLESSING, residing in Vaihingen-Enz, Stuttgarter Strasse 67, have been warned that I render myself liable to punishment if I make a false affidavit. I declare on oath that my statement conforms to the truth and is being made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

After having been shown Prosecution-Documents NI-8106, I want to make the following comments on it, as a supplement to my affidavit of 12 January 1948:

Herr KRANEFUSS' survey of the frequency of visits at the so-called "Circle of Friends"-evenings, is absolutely arbitrary. I know for instance, that several gentlemen who frequently did not appear on those evenings, as for example Staatsrat HELFFERICH and Burgmaster KROGMANN as well as some others, are not at all listed in this survey. I do not know why Herr KRANEFUSS chose just this kind of presentation. But I do know that Dr. BUETEFISCH, owing to his eye operation, in 1948 made an appearance only on a very few evenings and that also during the subsequent period of time he probably was absent just as often and sent his apologies as many times as I. I know for instance, that Herr BOERGER frequently appeared in the Circle, even after the fall of 1943. I have never heard of the tacit omission to reinvite certain gentlemen. Since however the Circle continually changed on all evenings, a normal participant in these evenings was not at all in a position to draw a conclusion as to whether or not anybody, who had been a participant so far, had received invitations.

Vaihingen-Enz, 6 April 1948

signed: Karl BLESSING

Certification of signature.

Above signature of Herr Karl BLESSING in Vaihingen-Enz, Stuttgarter Str. 67, has been given this day in my presence, as hereby certified and attested to by me.

Vaihingen-Enz, 6 April 1948 signed: Town clerk:

Fee: RM 2.-- (Seal) signed: signature.

Register No. 2 A certified true signature of above document:

Nuernberg, 3 May 1948 signed: Dr. Hans FLAETSNER
Attorney-at-law.

Continuation of the interrogation of Dr. Heinrich
BUETEFISCH on 16 April 1947.

1400 hrs. - 1630 hrs.

Interrogator: Dr. Otto HEILBRUNN

German Court Reporter: Elli WUNDERLICH

Q: Are you aware that you are making a statement on
oath?

A: Yes.

(An affidavit compiled from the morning interro-
gation is submitted to BUETEFISCH and signed by
him)

Q: Do you know whether and to what extent other I.G.
plants got a mobilization order?

A: I think all plants which were in the armament indu-
stry at all got a mobilization order - or decree. I
am certain Ludwigshafen did, probably Hoechst, too.
I assume they all did.

Q: Did SCHNEIDER get in touch with the Vorstand in
Frankfurt and Berlin?

A: I have no detailed knowledge of that. I went into
the plant and he attended to that business over the
phone.

Q: So the Vorstand has not been informed?

A: It was made known in the next meeting of the Vor-
stand. After all the plants are independent -
there was no immediate meeting.

Q: Of course there was one.

A: You mean that in Frankfurt? - Well, that the Vor-
stand met is likely enough.

Q: You did not attend that meeting, did you?

A: I am not certain about that; there was such a mess
and I was so busy. If there was a meeting in Ber-
lin I probably did attend it. But it is no longer
vividly present to my mind.

(page 2 of original)

Q: Was the question of insurances under discussion?

A: I suppose it was - later on.

Q: No- it was discussed there and then.

A: It was mentioned that for those who go to the battle front.

Q: The discussion was about insurances at home and abroad.

A: I cannot remember.

Q: Immediately after the 28 August you were called to Berlin, weren't you?

A: No, I spent several days at Leuna. When Poland was invaded I was at my weekend house.

Q: Before the invasion you were either in Frankfurt or in Berlin, weren't you?

A: No.

Q: Was SCHNEIDER there?

A: I don't know.

Q: What were your relations with AMBROS?

A: As colleagues - we were on friendly terms. I associated with AMBROS as a colleague. I am on friendly terms with him.

Q: Did he tell you anything about secret matters?

A: No.

Q: What were your relations with MUELLER-GUNRADI?

A: I was not on good terms with him - for certain reasons.

Q: What reasons were those? Were they of a private nature?

A: Yes, I also told SCHMITZ so. With a man like that I should never - he plotted and schemed against me.

Q: I should like to get back to the HITLER interview of 1932. Didn't he say that he

(page 3 of original)

would afford the gasoline production the necessary protection?

A: No, he did not say that.

Q: But GATTINEAU confirmed it.

A: In that case he would have said that he stood for the retention of the duty.

Q: Didn't his promise imply that?

A: One might say: If I believe that a sound development is desirable at all then I must back it up.

Q: Are you convinced of that?

A: He also mentioned the filling station prices. He asked what that meant, speaking economically in regard to the production. I told him these are the filling station prices, if my memory serves me right.

Q: I must again mention the Circle of Friends, and I cannot help the stating that what you have said so far does not square with the facts we know. You will see that for yourself as the interrogation proceeds. You said in "A Straight Talk":

" From the rank and file of the Party there emerged all too soon those who, in the fanatical belief in an idea which they either misunderstood or understood only too well, thought they were conquering a new world for themselves, or those who thought that a new boom had come for themselves!"

What do you mean by "conquering a new world for themselves"?

A: Those are the people who thought they could do away with everything traditional by the precious word "Coordination".

Q: Would you take it to mean a new order in the world as well?

A: No.

(page 4 of original)

Q: Would you put your name to the establishment by Germany of a new order in the world?

A: No, in the world

Q: But you did put your name to that. Do you remember a banquet in 1945, the last you attended?

A: May be we had peas.

Q: There were high Japanese functionaries at that banquet, weren't there?

A: Oh - you mean the signing of the Japan agreement?

Q: Yes. Do you know the preamble of the Japan agreement?

A: I must have read it.

Q: I'll read it to you:

" Memorandum on the agreement concerning the hydrogenation process between the Imperial Japanese Army Minister and the I.G. Farben-Aktiengesellschaft.

In order to perform the great tasks confronting Japan and Germany in the establishment of the New Order in the world and in order to achieve the common noble aims, the Imperial Japanese Army Minister, acting on behalf of the Imperial Japanese Army, and the I.G. Farbenindustrie Aktiengesellschaft, guided by the fundamental political idea of the Three Power-Pact, continuing the economic cooperation hitherto conducted in the spirit of this Pact, and realizing the importance of the oil supply for the joint prosecution of the War, have this day concluded a comprehensive agreement in the field of the hydrogenation process."

A: That is an agreement, no doubt. (smiles)

Q: There are certain things, Herr Dr. BUETEFISCH, about which it is impossible to smile and which you can't just explain away by such phrases as "I know that many men let things slide that way" Did you put your signature to these demands which border on the grotesque.

A: If you are now reading the Japan agreement to me, then I must say yes, I did.

(page 5 of original)

Q: Was the aim a secret to you?

A: Yes. At the outbreak of the War. Please, make a distinction between war and peace. In time of war every nation will defend itself.

Q: It is the most blatant form of aggression. Japan made a similar declaration - in 1927.

A: Well, those were agreements - as agreements go, with preambles and articles and paragraphs. It is not the technical expert's job to work that out; that is the business of the Legal Department.

Q: But the Legal Department did not sign it. When you signed the affidavit to-day I noticed that you did so after mature reflection. You signed that agreement which is self-explanatory. Among which group of Germans you mention in your "A Straight Talk" do you class yourself?

" I know that many leading men of the industry let things take a development, as it resulted automatically from the existing conditions, without attempting to take a hand; others again made it their ambition to create National-Socialist model plants and to run after the "Golden Flag".

It must be frankly admitted that there was no such thing as a unified defensive attitude of the industry against the - partly crazy - demands of the Nazi regime!"

You often told me that you spoke your mind quite bluntly. Is that so?

A: You are right. I ought to have said in this context: this goes much too far.

Q: The entire idea goes too far; it reflects the ultimate aims of National-Socialism with a frankness hardly met with in any other document.

A.: Yes, one should have said, that is too far-reaching.

Q.: Why did you give your signature ?

A.: In 1945 when one knew how matters stood, when I said that the agreement was without any value.

Q.: Why did you give your signature ?

A.: I was told, this is the agreement, elaborately drawn up by two lawyers of the Department.

Q.: Is this a legal question ? Here you did not even take pains to advise the legal department concerning the formulation.

A.: I told myself, this agreement will never come into effect. The pressure was so strong, the agreement was to be brought into shape, so the Foreign Office worked on it.

Q.: Then you ought to have said: "I do not sign it." You professed the New Order in the world between Japan and Germany, these phantastic aims. You put your signature under it. Wherefore did you get the Knight's Cross ? Was that in connection therewith ?

A.: Some Referent of the Armament Ministry made the suggestion (Dr. FISCHER).

Q.: For what were you promoted in the SS ?

A.: Automatically.

Q.: No, that was not possible.

A.: I asked KRANEFUSS when I was promoted and he told me that this was a matter of routine. There was no merit I could have claimed.

Q.: There are two possibilities. Either the SS wanted to get access to the IG or because you were a good National Socialist. What do you think, is the right answer ?

A.: I told you I do not know.

Q.: You know that after 1934 GATTINEAU was not promoted anymore ?

A.: If those people were of the opinion that they could thus secure a better access, it was their own affair. You connect this with the Japan agreement. As for the latter I must admit that I acted frivolously because I signed it.

Q.: Was that done because of your merits in the establishment of the new World Order or because one expected thus to obtain better access to the IG ?

A.: Certainly not because of my merits.

Q.: I too exclude this possibility. So it was because the SS hoped to get a better access ?

A.: If they thought thus to obtain better access. . . . then I never thought of it.

Q.: GATTINEAU was well aware why he had been promoted and he made a frank statement about it. Why do you find it so difficult to come to a decision ?

A.: In 1944 I even said to KRANEFUSS that I wanted to quit.

Q.: And the Japan agreement ?

A.: Yes, I know, you hold that against me.

Q.: Why were you promoted ? Why does GATTINEAU know the reason ?

A.: Perhaps he was told.

Q.: No, that was not the case.

A.: It is possible that they said, "well, let us promote him, then perhaps we shall have an easier approach to the IG."

Q.: And the other possibility?

A.: No, not because of my own merits.

Q.: Is there still another possibility?

A.: What should there be else? That those people were thinking that, if we promote BUNTEFISCH we might perhaps get in closer contact with the IG? This may have been their idea but not mine.

Q.: Another justification?

A.: As far as I know, KRANEVUSS simply made the suggestion.

Q.: Yes, that is how it was carried out, but that was not the cause. I am repeating: Were you regarded by the SS as the liaison man to the IG?

A.: No, that was a purely personal matter.

Q.: Leuna had a very unpleasant affair and was summoned by UNRUH and Gauleiter EGGELING. What do you know about that?

A.: I cannot remember what that was.

Q.: The Gauleiter took the view that Leuna sent too many SS men to the front.

A.: I know nothing about that.

Q.: That discussion referred to the following: In 1944 some Leuna executives were summoned to appear before the Reich Defense Commission, Gauleiter EGGELING, and General von UNRUH was present. Further present were a number of

higher SS leaders from Dresden and Halle from the Gauleiter's staff. The subject of the complaint was the handling of deferment at Leuna's. At the bottom was a complaint lodged by some members of the Leuna staff to von UFRUH via the Gestapo.

A.: I know nothing about that, I fail to understand.

Q.: It was charged that two able-bodied young men, LANDSMANN and SCHAUMBURG, had been retained while various SS men had been released. The affair was a very unpleasant one for Leuna. Professor KRAUPE was notified of the matter.

A.: I only know what SCHNEIDER told me, namely that there were complaints that LANDSMANN and SCHAUMBURG remained at the Plant and that others were sent to the front. Moreover, he emphasized that he could not get along without those men, that he was in need of them and that he had to prevail upon the authorities. I do not know further particulars.

Q.: Were these two men in your department ?

A.: No, SCHAUMBURG was in the legal department, LANDSMANN in the Personnel Department.

Q.: Are you sure, you do not remember ?

A.: I only know that SCHNEIDER told me during a conversation that he had had difficulties in retaining these two men.

Q.: Was there any meeting of the Vorstand about this matter ?

A.: There was no such meeting. There was only a conference of the department chiefs which took place each Monday, Wednesday and Friday morning. SCHNEIDER settled this matter by himself.

Q.: You had difficulties with two factories of which you were chairman of the Aufsichtsrat. Which were these ?

A.: That was POELITZ. There it was desired to get the Party into the Aufsichtsrat. I refused, whereupon I was repeatedly told that I would get into great difficulties with the Gauleiter. I said, this was no Party enterprise but a private enterprise. Then I also informed the two members of the Aufsichtsrat of SCHELL and STANDARD who told me that I had done the right thing.

Q.: Whom else did you inform ?

A.: It is possible that I informed KRANEFUSS, pointing out that here again was one of these cases where the Party was trying to force its way into business, claiming positions. KRANEFUSS replied: one must remain firm.

Q.: Why did you tell KRANEFUSS about it ?

A.: In order to give him an example.

Q.: Did you act, as you did, to protect yourself ?

A.: No, I told him so - I rejected the matter without having previously discussed it with KRANEFUSS. I told him afterwards.

Q.: What was your motive in so doing ?

A.: I wanted to show by this example that encroachments did take place.

Q.: Did you want to get a backing also ?

A.: I myself had no such intention.

Q.: Why did you do it ?

A.: Difficulties with the Gauleiter are not agreeable. In such a case you have to fight it out.

Q.: Did you do that to protect yourself ?

A.: Not consciously.

Q.: Supposing KRANEFUSS had said the Gauleiter was right ?

A.: In that case I should have said, I don't understand that.

Q.: If you did that to protect yourself it is plausible.

A.: I did not go there with the intention to protect myself. Maybe it was the automatic result of my having gone there.

Q.: You stated in your "Straight Talk" that you fought against the Party measures with all the means at your disposal.

A.: My means are my own person. But if you tell me that by telling KRANEFUSS I did protect myself, then I must say: "I certainly did!"

Q.: We established that the reason underlying your promotion in the SS was the desire of the SS to consolidate the relations with the I.G. In what respect ?

A.: I said the only reason I can state is that they had that idea; I certainly did not.

Q.: May not the reason have been their desire to get into the I.G. themselves some day ?

A.: To understand their line of thoughts I must put myself into the place of those who had those thoughts. They might have done it to get influence on the I.G.

Q.: In what respect ?

A.: Maybe they wanted to get into the Vorstand and so influence the I.G. policies. At one time there was also talk of SCHIEBER or someone else.

Q.: But he had no influence on promotions.

A.: Maybe KRANZFUSS.

Q.: No, he was only interested in the gasoline industry.

A.: After all, the SS as such and the members of the Circle of Friends must have had the same idea, namely to gain influence on the industry.

Q.: Who was SCHROEDER?

A.: SCHROEDER was Standartenfuhrer or Higher Leader.

Q.: What was he in civilian life?

A.: Some big shot, a banker I think.

Q.: Why did they promote a banker?

A.: There were several bankers; I think Ritter Baron von HALT was in a bank, too.

Q.: Can you perhaps infer something from this association of ideas?

A.: You mean, they were after money?

Q.: How did the SS finance itself?

A.: From its contributions; it certainly had a budget, otherwise - well, I don't know what amounts they got. After all, there were hundreds of thousands of members.

Q.: Don't you think that some people were interested to tap other sources of income on top of that?

A.: If I look at it today I should call it a racket.

Q.: You know that HIMMLER and his henchmen started penniless and ended up as millionaires.

A.: It was always said that he remained a simple man -

Q.: In palaces - -

A.: We were told a lot of lies.

Q.: Granted - -

Q.: Why were the relations with the I.G. made even closer ?

A.: If the motive had been to get money I, as member of the I.G.,
should never have joined the SS.

Q.: Did you make the donation ?

A.: That would be an evasion, perhaps with the intention to get at - -

Q.: What I am asking about are the motives of the SS.?

A.: I did not think it was a motive.

Q.: You know that the payments for KZ inmates were made to the SS-
Main-Office, don't you ?

A.: I don't know that.

Q.: It was discussed in the conference with WOLFF.

A.: No, it was not.

Q.: It was - RM 3./ per head per day

A.: There was a rate for Prisoners of War and prison inmates, but
I don't know what rate that was.

Q.: How do you feel about DUERRFELD ?

A.: An efficient man.

Q.: Surely he would not say anything which might harm you, would he ?

A.: As far as I know the sums were paid over to the camps.

Q.: In any case they were not paid out to the inmates.

A.: The plant manager had to make the arrangements with the camp
administrations.

Q.: Did you think the inmates actually got the money ?

A.: I am not informed about how much was deducted for food, etc.

Q.: Certainly not 3 to 4 Marks per day.

A.: I could not say what the individual inmate had to pay.

Q.: You realized that the money did not reach the camp inmates,
didn't you ?

A.: I don't know.

Q.: And you also knew that there was a balance ? What happened to that ?

A.: If there was a surplus it surely was paid over to the SS Finance
Office; I am sure it was paid to the Main Accountancy Department.
Whether the latter, in turn, had to pay over the money, what
taxes there were I don't know.

Q.: You have no doubt that the SS made money from hiring out KZ in-
mates, have you ?

A.: I didn't know that. I thought these agencies had to render
proper accounts for the money.

Q.: And what about the surplus ?

A.: I don't know whether that had to be paid over or kept back.
I never concerned myself with that.

Q.: What about the surplus of RM 4.— per day ? As from 1942 on they
were fed by the I.G.

A.: I am sure a deduction was made for that. I should say if I have
to feed and house the people then I must deduct about RM 2.—

Q.: That leaves a balance of RM 2.— per head per day, doesn't it ?

A.: That is possible.

Q.: Assuming a strength of 20,000 inmates this makes RM 40,000
per day.

A.: What matters is how much was spent on camp maintenance, on con-
structional work in the camps. I assume

that

there was a proper and regular settlement of accounts.

Q.: You assume that.

A.: Well, I did not look into the matter.

Q.: What I wanted to convey to you was that perhaps there was some reason why the bankers in the Circle of Friends held high offices and were promoted.

A.: Are you suggesting that the reason was to get money for the SS?

Q.: Didn't the SS get money?

A.: I think the Christmas donation was relatively small, if you come to compare it with all the donations which were made in Germany; those were huge sums, huge beyond description, you know.

Q.: All of a sudden money was raised in the Circle of Friends for special use by HIMMLER.

A.: I was told that was a welfare donation.

Q.: For the surviving next of kin, I suppose.

A.: Yes.

Q.: What was the reason for the promotions? Give me some other motive. I think it was out of the question that HIMMLER could ever have got into the I.G.-Vorstand?

A.: Perhaps one of his men might have got into the Vorstand, maybe SCHIEBER. You could hear at times such comments as: We might strike up another tune in dealing with the I.G. when the war is over; you could hear that pretty often.

Q.: But the I.G. did make the donation, after all.

A.: Maybe they did so to keep out the whole business.

Q.: When people say: "We will strike up another tune" there is no need to intensify the friendly relations with the HIMMLER circle.

(page 16 of original)

- A: You assume that I joined as a representative of the IG, but that was purely personal
- Q: I will show you something: "The leading IG circles have tried to establish contact with the Party and the government", the first name mentioned here is v. SCHNITZER, the second SCHMITZ, the third SELCK, who left the Vorstand in 1936 and probably did not play any part in the Aufsichtsrat, the fourth is BUSTEFISCH with the addition that this was agreeable to the SS.
- A: I never was asked by the IG --
- Q: The Party asked you as IG man
- A: That was a purely personal matter between Kranefuss and myself.
- Q: No, KRANEFUSS was not the only one who asked you; KEPLER was the second,
- A: KRANEFUSS told me, he would like me to go there. That was a purely personal matter.
- Q: When KRANEFUSS invited you, he said: "if you have any difficulties with Party agencies or if you need any help for your friends" --
- You yourself had no difficulties. Were you invited to join the SS privately or was it the IG? If you were invited personally, it was only because you were an excellent SS man; if you were invited as an IG man, it was in order to establish closer contact between the SS and the IG
- A: I can only repeat that this had nothing to do with the IG. KEPLER's definitely unfriendly attitude towards

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the IG caused me much trouble. I met with KRANEFUSS; he promised me to see to it that in spite of KEPLER's unfriendly attitude

Q: I am now going to read to you from your "Attitude towards the National Socialist Movement":

"KRANEFUSS was an SS leader, and in the course of conversations he offered to help me as much as he could, in case I had any difficulties with Party agencies or required any help for my friends."

If you read this statement, your statement, in context, then do you have the impression that Dr. BUETEFISCH came to these people because he had difficulties as an IG man or because he had trouble with KEPLER - well? Was the good SS fighter rewarded, or was the IG man summoned.

A: KRANEFUSS asked me to go there when I had time.

Q: We have an exact statement from you, and I am keeping to that.

A: KRANEFUSS invited me to come to the Circle of Friends; I did not go there because the IG had asked me. The IG did not know anything about it. One could now say, that I did it to help the IG.

Q: In the same statement you declared:

"KEPLER's definitely unfriendly attitude towards the IG caused me much trouble. In the course of these negotiations, (with the Dortmund firm of "Uhde" at the office of the Fuehrer's plenipotentiary for economy) I also met

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KRANEFUSS, with whom I had got superficially acquainted during my student days in Hannover. KRANEFUSS worked in KEPLER's office. He promised me to do see to it that the affair would be treated objectively and correctly in spite of KEPLER's hostile attitude towards the IG."

- A: Isn't it true that one manages much more easily when one knows the people better ?
- Q: KRANEFUSS said that once you were in the Circle of Friends, he would be able to help you, didn't he ?
- A: One talks over a glass of beer
- Q: You could have done that outside the Circle of Friends.
- A: I never had the motive: "I am doing this to help the IG"
- Q: I am interested in the motive of the SS
- A: You are again probing whether the SS in a smart manner tried to get one or the other.
- Q: Or did the SS bestow a great honor on a man one hundred percent imbued by the SS spirit ?
- A: SS spirit ?
- Q: Either - or
- A: I would now like to put myself into the position of the SS. If they said, look here, if we can get this man, it would be quite agreeable; we would have an opening - I must say, if I were convinced of that now, I would be bitterly disappointed.
- Q: This would be timely in other respects also.
- A: If I had known that, I would never have done it
- Q: Explain to me KEPLER's motive
- A: If I said today, that KEPLER's motive was to get BUETEFISCH, I could imagine —

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- Q: Most of the other people were representatives of the industry, weren't they?
- A: There were also some in on a purely private basis; for instance BLESSING.
- Q: That was a friend of KRANEFUSS, wasn't it
What positions did BLESSING hold?
- A: He was with the Kontinentalen Oel.
- Q: 70 million capital stock? Quite a lump, one might say.
- A: Yes. —
- Q: Name me one person who did not join as a representative of the industry
- A: This is hard for me to say, as I do not know their positions in every case. But if the intention was to collect representatives of the industry in the Circle of Friends in order to get at money, I am bitterly disappointed.
- Q: I am asking you, what was the motive? Why did they promote you?
- A: You are opening my eyes. I am bound to say that this was the motive after all, but I had not seen it in that light.
- Q: What is your opinion of it now?
- A: I would never take such a step again, if I know the motive.
- Q: That is not altogether surprising.
- A: What do you mean?
- Q: What was the motive?
- A: In view of what you have told me, I can only say that it might have been possible that they tried

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to obtain funds from the big industry in this manner --

Q: Can you discern any other motive ?

A: I looked at it from an idealistic aspect.

Q: Can you see another motive ?

A: I don't any longer, the idealism has faded a lot.

Q: Let us pass on to SCHLITZ.

A: What do you mean ?

Q: You know that he kept the donations secret; you know that he informed KRAJCH

A: From you

Q: You know that it was the first large SS donation; you know, at any rate, from your own experience that Leuna did not make any large donations to the SS. Did Leuna ever make large donations to the SS ?

A: Perhaps a few thousand Marks once in a while; SCHNEIDER in Central Germany

Q: Was a donation of 100,000 Marks ever made for research purposes ?

A: That I do not know, perhaps a donation for universities, some 20,000 or 50,000 Marks

Q: It was a Chair on the technical high school of Hannover. Do you know about that ?

A: I do not know what for, 50,000 Marks once

Q: Yes, that was the usual sum, that is your opinion of the SCHMITZ affair today ?

A: I might say, he gave the money in order to cover himself in some manner

Q: Why did he make the first donation ?

A: He explained to me in Kronsberg that he welcomed the donation,

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because he wanted to show the SS his gratitude for their help

- Q: We already discussed that this help consisted of getting v. WEINBERG into the KZ. Didn't WEINBERG die in the KZ in 1941 ?
- A: I do not know when he died
- Q: When the action had failed.
- A: When he had died, we heard that he had not received his estate at all.
- Q: That was immediately afterwards, wasn't it
- A: In 1942 or 1943, I do not remember
- Q: SCHMITZ did not know that he was still in the KZ ?
- A: As far as I know, he said that he was surprised that von WEINBERG had died in the KZ.
- Q: SCHMITZ was informed, wasn't he, that WEINBERG would be released if the Gauleiter approved the moving to his estate. SCHMITZ knew, then, that a second condition had to be met.
- A: Yes.
- Q: He simply took it for granted that this approval would be given ?
- A: I do not know all that, SCHMITZ did all that independently.
- Q: When was WEINBERG put into the KZ?
- A: He was free for a very long time - probably in 1940. Then SCHMITZ was informed of it, and he told me to find out whether there was not a possibility there.
- Q: What gave SCHMITZ the idea that one should pay for a favor on the part of the SS.

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A.: I feel that he considered it a social contribution.

Q.: Did he assume that each act on the part of the SS required a return favor?

A.: I do not know that.

Q.: I am greatly interested in SCHMITZ's motive. SCHMITZ's secretiveness makes the affair seem very strange.

A.: He does everything very secretly and does not say anything.

Q.: Yet he made known other instances of donations.

A.: That is possible; I do not understand him.

Q.: Why did SCHMITZ want to keep other plants from making donations; why did he want to make this donation alone? Was it in order to curry favor? He must have had motives --

A.: Well, SCHMITZ is correct, but a secret-monger, reticent, stubborn.

Q.: In other cases he acted differently. What was his motive in taking it upon himself to make donations to the SS?

A.: It could only be in order to push himself into the lime-light - did he wish to gain anything from the SS?

Q.: That is what I am asking you.

A.: He was a member of the Reichstag - what more could he want to achieve.

Q.: When was the donation made?

A.: 1941

Q.: What did he want to gain from the SS in 1941?

A.: The SS had nothing to offer him then.

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- Q.: What were they to offer him? What could the SS offer the IG?
- A.: What the SS was to offer the IG? That I do not know,
The IG was an enterprise on a free manufacturing basis.
Orders?
- Q.: Think
- A.: What should the SS offer to the IG? Something in its
production, there it was independent - something for Herr
SCHMITZ? I could not imagine what the SS could offer to a
firm like the IG. -
- Q.: An office, maybe?
- A.: I wouldn't know about that either, he was not out for that
at all. I wouldn't think so.
- Q.: How many workers did the IG employ in 1939?
- A.: I believe 110,000.
- Q.: How many at the end of the war?
- A.: There were probably perhaps 180,000.
- Q.: Don't you know this more precisely?
- A.: No, I did not concern myself with that; perhaps 200,000?
- Q.: That is a great under-estimation of the IG. The IG
multiplied its number of workers.
- A.: Doubled it?
- Q.: More than that - where did the workers come from during the
war?
- A.: The majority were foreign workers.
- Q.: Who was in charge of the foreign workers?
- A.: The SS in the case of KZ inmates, the General of the Prisoners
of War in the case of prisoners of war.
- Q.: Who in the SS was in charge of the KZ inmates?
- A.: I do not know to what extent the camps acted by order of the
Labor Office. All of this was handled by the Plenipotentiary

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General for Special Problems Relating to Chemical Production
and by the Labor Office. The IG had no influence on this.

Q.: The IG only had influence when an IG man was called to the
SS Main Office.

A.: When we were summoned and asked about the plant and the
workers, this went automatically to the Labor Office.

Q.: The IG then is in need of workers.

A.: Because it is ordered that, for instance, this Buna plant is
to be built. Since the IG wants to build it, it has to be
allocated workers.

A.: The IG as such states, that we consider the Buna plant III
wrong. The government says, we don't care, you are to build
a third plant. Well, if it has got to be built, we want to
build it ourselves. Then the government says, you must have
it finished by Then the planning starts, material
and men are requested.

Q.: The SS could say at any time that they did not have the
men available?

A.: In that case, the workers' pool of the district would have
to supply the men.

Q.: Could the SS have sabotaged the IG's building project?

A.: I do not know that. An order would have been given.

Q.: Who gave orders to the SS?

A.: The government, the Central Planning Authority.

Q.: The Central Planning Board may give orders to the SS?

A.: Well, it was a general decree.

Q.: Could the SS sabotage a building project?

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- A.: In my opinion, other workers would have been allocated in that case. I should doubt any sabotage. That the highest authority ...
- Q.: The highest authority in the SS State is the SS. But in view of the hostile attitude of the SS towards the IG, it would be conceivable that the SS might have said: expansion, "yes", - by the IG, "no".
- A.: Well, in that case, it probably would not be built at all, because no one else had the experience.
- Q.: No, compulsory commissions are possible in that case.
- A.: There was no direct reason for refusal.
- Q.: Provided that the SS was not too hostile towards the IG.
- A.: They had allocated workers also to other places.
- Q.: Do you know the conditions?
- A.: General conditions.
- Q.: Which firms were involved?
- A.: All sorts of firms; I made that general observation; KZ inmates were allocated for construction jobs.
- Q.: And the SS had to say "yes"?
- A.: The SS then made the workers available. When there was a greater demand the SS Main Office may have been competent, but I do not know that; this is a matter of internal organization.
- Q.: Could the SS have said that they did not have so many workers at that moment?
- A.: They could have said that.
- Q.: Who could have checked on that?
- A.: Certainly not we.

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Q.: Anyone else?

A.: Wouldn't this mean sabotaging a construction ordered by the government?

Q.: Could the SS have sabotaged the building project of the IG?

A.: They could have done so in the sense that they might have withheld workers; then somebody else would have supplied the workers. I am thinking of Upper Silesia, Flachhammer etc., where workers were obtained after all. The Gauleiter said that all available workers would be allocated there.

Q.: I would like you to tell me whether it would have been possible for the SS to sabotage a construction project of the IG. If the SS had allocated workers who could not work, could anyone have done anything about it?

A.: In that case the Betriebsfuehrer would have had to report that he had too few or unsuitable workers, and that he could not meet the schedule.

Q.: Could anyone have investigated whether the SS had better workers?

A.: No.

Q.: Could the SS then have sabotaged?

A.: They could have done it, but, in my opinion, without chance of success.

Q.: The smooth working of labor allocation then depended on the good will of the SS?

A.: That was generally the case all over Germany.

Q.: What had the ss to offer Geheimrat SCHMITZ? In 1941, when he made the donation?

- A.: That they told him: We take care of a smooth allocation of manpower as far as it is supplied by us.
- Q.: Would one say such things?
- A.: No, one would not say that.
- Q.: When KRANEFUSS went around collecting he said jestingly: "Don't think you can "endear" yourselves with this." Have you told SCHLITZ about this?
- A.: No, that was simply for fun.
- Q.: But KRANEFUSS obviously thought it possible that this might be the motive for a gift.
- A.: I told you he said it for fun.
- Q.: Said for fun - meant in earnest. So that there was the possibility to "endear oneself."
- A.: He said, "Don't think"
- Q.: These contributions were kept so secretly that not even you learned of the amount although you appeared as the donor. Are these not extremely mysterious gifts?
- A.: He made them appear mysterious.
- Q.: In the circle of friends?
- A.: The matter was not discussed.
- Q.: The contributions were all more or less of the same nature...
- A.: This I don't know.
- Q.: You don't know this even today?
- A.: I looked at the letter only once. I know that the list contained the name of SIEMENS, then those of several firms, a whole list of them.
- Q.: Was it that SCHMITZ wanted to bolster up the good SS-man with this contribution or did he want to contribute in behalf of the IG?

Suppl. to Document Book III
BUETEFISCH
Document BUETEFISCH No. 345
Exhibit No. ...

A.: Not for myself; in that case I might have contributed myself.

Q.: Why did the I.G. want to contribute for the first time in 1941 after connections to the circle of friends had been established through you?

A.: I told you about the motive.

Q.: That is such a stupid argument that I cannot imagine you meant it. If somebody puts an innocent man into a concentration camp and then declares his readiness to release this man on condition I surely do not reward him for his behavior. If I approve of this, in the name of the IG ...

A.: I merely stated what SCHMITZ told me.

Q.: Do you believe it?

A.: As I see it, he was requested to make a social contribution and he complied with this request.

Q.: Why didn't the SS approach the IG in 1940 or 1939?

A.: I don't know.

Q.: Did the SS have anything to offer prior to 1941?

A.: No, nor in the years following 1941 in my opinion. You are thinking of the allocation of workers. I don't even know whether SCHMITZ had a clear picture of labor allocation in this form.

Q.: He could not help having it, he was present at all conferences.

A.: So you say: listen, make some contribution and I will be sure to get a decent treatment in the question of labor allocation. - This I cannot believe.

Q.: I cannot believe von WEINBERG. Contributing liberally does not work because the contribution was kept secret.

- A.: I cannot imagine that SCHMITZ for that reason, in order to build something quickly - that was not in the interest of the IG - that was more in the interest of the Central Planning Board ...
- Q.: No, the IG was interested in building the Buna plant alone.
- A.: Take other works, there were many of them.
- Q.: I am only interested in Auschwitz.
- A.: There practically even the Labor Office provided manpower in sufficient number.
- Q.: The Labor Office cannot stand by its assurances.
- A.: Then it should not give them. But here the Gau says: I shall make the necessary manpower available. Thus the machinery works normally; so it would be a double guarantee.
- Q.: With the SS?
- A.: But certainly not by a contribution of 100,000 RM. I will try to follow your line of thought but this will not enter into my mind.
- Q.: And the high production costs? Will they not enter into your mind either?
- A.: I think that is impossible. There must be a wrong figure somewhere. And that cannot be compared with Huels anyhow.

I have carefully read and signed with my own hand all the 23 pages of this interrogation under oath; I made the necessary corrections with my own hand and confirmed them with my initials; I herewith declare upon oath that I have told the full truth in this interrogation to the best of

Suppl. to Document Book III
BUETEFISCH
Document BUETEFISCH No. 345
Exhibit No. ...

my knowledge and belief;

(signed): Dr. Heinrich BUETEFISCH
Dr. Heinrich BUETEFISCH

(signed): Otto HEILBRUNN
Otto HEILBRUNN
Interrogator

(signed): Elly WUNDERLICH
Elly WUNDERLICH
German Court Reporter.

Nuernberg, 30 April 1947.

I certify that the above is a literal copy of the record of the interrogation on 16 April 1947; the original may be found in the files of the prosecution at the Military Tribunal.

Nuernberg, 19 April 1948.

(Dr. Hans FLÄCHSNER)

AFFIDAVIT

I, Dr. Heinrich BUEDEFISCH, at present in the Court Prison in Muenberg, have been advised that I render myself liable to punishment if I make a false affidavit. I declare under oath that my statement corresponds to the truth and is being made in order to be submitted in evidence to the Military Tribunal in the Palace of Justice, Muenberg, Germany.

On 10 March 1948, in the course of the cross examination, I was confronted with Document NI-6233, Exhibit 1976. When this document was shown to me, I did not recall at once that this affidavit was made on the basis of an interrogation to which I was subjected by Dr. Otto BEILHORN on 16 April 1947. One day after the interrogation, document NI-6233 was submitted to me for signature with the remark that it was a summary of a part of my statements made during the above-mentioned interrogation. However, I was not given any opportunity to compare this document with the minutes of the interrogation.

Owing to my lack of experience in court matters, I did not expressly demand the interrogation minutes for comparison, but only pointed out that, according to my opinion, the summary had not given my utterances in the form as I would have liked to express them.

After, on 13 April 1948, I had the opportunity for the first time of comparing the wording of my interrogation of 16 April 1947 which

Supplement to Document Book III
BUEFISCH
Document BUEFISCH No.355

my defense counsel, Dr.FLAECHSMER, had requested in the meantime, with the statement compiled by Dr.REILHUMM, which I had signed on 17 April 1947, I find that certain utterances which are contained in the affidavit were not made at all in my interrogation, and that other summaries possibly admit of conclusions different from what I ever intended to say in my statements.

Nuernberg, 15 April 1948.

signed: Dr. Heinrich BUEFISCH
(Dr. Heinrich Buefisch)

The above signature by Dr. Heinrich BUEFISCH, at present Court Prison, Nuernberg, given in my presence, is herewith certified by me.

Nuernberg, 15 April 1948

signed: Werner BROSS
(Werner Bross)

Assistant Defense Counsel
in Case VI

AFFIDAVIT

I, attorney Dr. Hans FLÄGESHNER, at present Nuernberg, Kontumazgarten 4, have been advised that I render myself liable to punishment if I make a false affidavit. I declare under oath that my statement corresponds to the truth and is being made in order to be submitted in evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

Upon my request, the architect Hermann BARTELS, from Duoren/Westphalia, sent me a sketch of the expansion plans of the Wovelsburg, which I received at the end of April. In connection with it, he informed me that this medieval castle was to have been expanded on HIMMLER's orders and enlarged to become a cultural institute. From an initially modest plan with an approximate cost of 300.000 Mark, after some years, it had become an extensive project for research institutes on prehistoric times and early history, astronomy with an observatory, libraries and other cultural and scientific fields, costing many millions of Marks.

Herr BARTELS stated that up to 1944, approximately 6,5 million Mark had been expended for this project.

Since I got in touch with Mr. BARTELS only recently, I have not been able so far to present an affidavit by this witness. He has been asked for one, but it probably will not arrive before the deadline, set by the Court, for the presentation of evidence material.

Supplement to Document Book III
BUETEFISCH
Document BUETEFISCH No.356

I attach a photostat of the construction plan to this affidavit
of mine.

Murnberg, 1 May 1948

signed: Dr. Hans FLAEGHSNER
(Dr. Hans Flaschner)

Defense Counsel in Case VI

CERTIFICATE OF TRANSLATION

7 May 1948

We hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of Supplement to Document Book III BUETEFISCH.

Hanna Marie BIEBER, Civ. No. B-397 989, (pages 24-29; 49-54)

.....

Hildegard L. FIRTEL, Civ. No. 17 415, (pages 32-33; 64-67)

.....

Gerhard FISCHER, Civ. No. 17 397, (pages 5-8)

.....

Rosl GETREU, Civ. No. 15 672, (pages 1-4; 16-19)

.....

Paul E. GROPP, Civ. No. B-397 975, (Cover; Cart.; I-IX; 12-15;
39-43; 60-63)

.....

Hans NICHTENHAUSER, Civ. No. 20 113, (pages 24-29; 49-54)

.....

Alfred OBERLAENDER, Civ. No. 20 192, (pages 20-23; 34-38; 44-48)

.....

Kurt SCHREUER, Civ. No. 35 299, (pages 9-11; 30-31)

.....

*Defense
Case 6*

TRIBUNAL VI

CASE II

DOCUMENT BOOK IV

FOR

HEINRICH BUETEFISCH

SUBMITTED BY:

THE DEFENSE

COUNSEL

DR. HANS FLÄCHSNER

ATTORNEY-AT-LAW

Gung



TABLE OF CONTENTS FOR DOCUMENT BOOK IV BUETEFISCH.

Page	Description of Document	Bue.No.Exh.
	<u>Guarantee Agreement Leuna.</u>	
1	Affidavit Freiherr v. la ROCHE-STARKENFELS of 24 January 1948	Bue.208
	<p>The deponent inspired the plan of the then State Secretary FEDER to process crude oil imported into Germany. A contract to build the first refinery was signed and the construction carried out. This plan was dropped and preference was given to Coal Hydrogenation for operational and economical reasons according to information from the Reich Ministry for the Economy. The deponent has no knowledge of promises made to the I.G.</p>	
4.	<u>Affidavit Dr. Bothe MULERT of 14 July 1947</u>	Bue. 31
	<p>In his capacity as Chief of the Office Chemistry in the Reich Ministry for the Economy the deponent participated in the conclusion of the Guarantee agreement... In view of the shortage of foreign exchange that existed since, 1930, the Reich was interested in an increase of domestic fuel production. Negotiations with I.G. began at the end of 1931 or at the beginning of 1932. They lasted very long because of the financial difficulties, but were conducted from a purely business point of view. The Reich guaranteed minimum proceeds, but claimed any potential profits in excess of these. The consequence was that the agreement very soon proved disadvantageous to the I.G.</p>	
8	<u>Affidavit Dr. FISCHER of 3 January 1948</u>	Bue.196
	<p>The manifold attacks made by the press against Hydrogenation caused Professor BOSCH in 1932 to launch a publicity campaign on behalf of Gasoline Hydrogenation in the course of which also Dr. BUETEFISCH's and Dr. GATINEAU'S visit to HITLER took place. The negotiations with the Reich Ministry for the Economy for the purpose of securing minimum proceeds for Leuna Gasoline had been opened in 1932. Other fuel industries too received similar guarantees at that time. After the National Socialist seizure of power, State Secretary FEDER contemplated large scale processing of imported crude oil. Only after the plan proved uneconomical was the Leuna agreement concluded. No mention was made during these negotiations of a promise by HITLER or his party.</p>	

<u>Page</u>	<u>Description of Document</u>	<u>Bue.No.Exh.</u>
13	<u>Affidavit Dr. Kurt HARTMANN</u> <u>of 25 October 1947</u>	Bue. 218
	According to I.G.'s books the investment for Hydrogenation which brought no returns at all amounted to RM 182 Million as of 21 December 1932. The real loss was lower by a figure which represented the value at that time of the plant which had a capacity of at least 100,000 tons.	
16	<u>Affidavit Josef CAJMERER</u> <u>of 27 January 1948</u>	Bue. 295
	The Memo of the Sparte I Office dated 19 November 1936, which shows a total investment of RM 482 Million on for Hydrogenation, was intended to serve as basis for negotiations aiming at a revision of the Guarantee Agreement. It therefore disregards the disbursements by Standard and the value of the plant as credit items.	
		Will be submitted later, not yet contained in this Doc. Bk.
17	<u>Affidavit Dr. PETRI of</u> <u>30 January 1948</u>	Bue. 75
	The author handled the preliminary work on the Guarantee agreement in the Reich Ministry for Economy. The fact that HITLER took over the government had had no influence on the long and tedious agreement negotiations. Deponent states: "Working methods, length of negotiations and tenacity of the contracting parties unequivocally prove that there was no question of a political connivance between I.G. and the NSDAP. The agreement was beneficial to the Reich.	
20	<u>Affidavit Kurt KLINGE</u> <u>of 2 February 1948</u>	Bue. 10
	The Reich guarantees I.G. the cost price, but claims surplus proceeds; in this way it benefited to a far-reaching degree from the technical and commercial perfection of the gasoline production at Leuna. Other guarantee agreements for later producers were substantially more favorable to those than was the Leuna agreement.	
25	<u>Affidavit Emil WUERTH</u> <u>of 17 December 1947</u>	Bue. 109
	In accordance with the Guarantee agreement the Reich paid to the Ammoniakwerk Merseburg RM 5 Million at the beginning, however received back RM 91,5 Million in the form of surplus proceeds.	

Hydrogenation Plants licensed by I.G.

27 Working Committee of the I.G. of 9 October 1943 Bue. 268
 Intended proportional levy of the Lignite Industry toward the development of Hydrogenation. I.G. is greatly surprised about this plan.

28 Reich Law Gazette of 29 June 1934 Bue. 90
 Ordinance of 2 Sept. 1934 concerning the Establishment of Compulsory Industrial Syndicates within the Lignite Industry. This ordinance forms the legal ground for the establishment of the Brabag.

35 Affidavit Dr. HOCHSCHWENDNER of 6 February 1948 Bue. 100
 Upon the request by the Brabag Dr. BUETEFISCH joined its Vorstand as a technical advisor. In a disinterested manner he always defended the interests of the Brabag and did not try to gain advantages for the I.G. from his dual position. The Vorstand of the Brabag did not count on a war. The company served the normal requirements of the motorized transport industry.

38 Affidavit Herbert von FELBERT of 9 January 1948 Bue. 89
 Only upon the urgent request from the engineers of the Brabag did Dr. BUETEFISCH join the Vorstand of that company and then only as an advisor in technical problems; he was not concerned with management or labor problems. He declined a remuneration for his work.

43 Affidavit Hans Karl WILLE of 31 December 1947 Bue. 68
 In the Vorstand of the Brabag Dr. BRUETEFISCH represented the purely technical matters, in particular the synchronization and the exchange of experience with other plants. He tried to strengthen the position of the plant managers in charge of engineering with regard to the political attitude of KRANEFUSS, a member of the Vorstand. Dr. BUETEFISCH exerted no political influence on the plant operations, and was a convinced opponent of the regime.

<u>Page</u>	<u>Description of Documents</u>	<u>Bue. No. Exh.</u>
44a	<u>Affidavit Hans Erich CHUEDEN</u> <u>of 18 February 1948</u>	Bue. 293
	Contains the story of the foundation of the Brabag and the composition of the Vorstand. Dr. BUETEFISCH was a member of the Vorstand only in the capacity of an honorary advisor and dealt only with questions of the particular field in which he specialized. He did not receive a remuneration from the Brabag. The production of the Brabag served the normal requirements of the economy and was sold through the sales companies that were licensed in Germany.	
44fh	<u>Affidavit Dr. Heinz SCHAAF of</u> <u>5 February 1948</u>	Bue. 298
	Dr. BUETEFISCH'S field of activity was confined to engineering problems; He was not concerned with labor allocation. He collaborated on an honorary basis and did not maintain a private office in the Brabag. He never took advantage of his dual position as member of the Vorstand of the I.G. and of the Brabag for the benefit of the former.	
45	<u>Affidavit Oberbergerrat Ret. BAELZ</u> <u>of 26 January 1948</u>	Bue. 55
	The Managing Director of the Bergwerksgesellschaft Hibernia (Hibernia Mining Company) states that as early as the Mid-Twenties it was the intention of the Hibernia to venture in the production of fuel from coal in order to utilize certain types of coal. After initial tests in 1925 the plans were picked up again in the early Thirties and preparations were made with the result that in 1935 it became possible to sign the first construction contracts and establish the Hydrierwerke (Hydrogenation Plants) SCHOLVEN-A.G. The establishment of this plant, thus was neither the result of National Socialist economic policy nor a deliberate preparation for war, but the solution of a sales problem for certain types of coal.	
49	<u>Affidavit Friedrich Wilhelm SCHULZE-BUXLOHE</u> <u>of 4 Nov. 1947</u>	Bue. 19
	The Chairman of the Aufsichtsrat of the Gelsenberg Benzin A.G. states that the question of how to produce gasoline from hard coal occupied the Ruhr Mining companies already many years prior to World War I when they tried to attain as advantageous a utilization of coal as possible. The Gelsenkirchener Bergwerks A.G. originally intended to build a plant	

to employ the FISCHER-TROPSCH Process, then however considered the I.G. Process as more efficient from a manufacturing and commercial standpoint and thus built its gasoline plant near Gelsenkirchen. The I.G. neither influenced nor systematically brought about this decision.

52 Affidavit Dr. NUELLER v. BLUMENCRON
of 7 January 1948

Buc. 5

As a member of the Vorstand of the Union chemischer Braunkohlenkraftstoff A.G. the deponent states that the I.G. did not own either directly or through the Grube Wachtberg an interest in this company nor was represented in its Aufsichtsrat.

53 Affidavit Dr. Kurt WISSEL
of 24 January 1948

Buc. 18

As a former member of the Vorstand of the Hydrierwerke (Hydrogenation Plants) Poelitz A.G. the deponent states that this plant processed cracking residues from overseas refineries and intended to sell its production through the DADG and the Rheinische Oessag. For technical reasons only the I.G. Process was practicable in this case. Establishment of the plant for the Hydrogenation of Coal, what had been demanded by the Office for German Raw and Synthetic Materials had to be postponed with the result that it was handled with accelerated speed upon the outbreak of war and came belatedly into production.

Udo Freiherr von la Roche-Starkenfels

(17b) Baden-Baden, 22 January 1948
Bertholdstrasse 7

Affidavit

I, Udo Freiherr von la Roche-Starkenfels, residing in Baden-Baden, Bertholdstrasse 7, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made to be submitted as evidence before the Military Tribunal in Nuernberg, Germany.

Brief personal data: The undersigned was born on 19 February 1893 in Freiburg/Breisgau, and was a member of the Vorstand of the Bomag-Moguin-A.G., Berlin. Have resided since December 1944 in Baden-Baden, French zone, Bertholdstrasse 7.

In 1932 I prepared a brief concerning the German mineral oil industry. This was motivated by the factors of labor procurement for the severely understaffed machine construction industry and the conservation of foreign exchange funds. In this brief I recommended the transfer of the mineral oil processing plants from foreign countries to domestic territory. Crude oil was to be imported against German export products, in particular those which the American petroleum companies needed in the fields for their drilling equipment.

I forwarded the draft, which I had drawn up in 1932, to Professor Dr. Ubbelohde, one of the top scientific experts in the field of mineral oil in Germany; Prof. Ubbelohde accepted in essence the technical and industrial suggestions and supplied

(page 2 of original)

the brief with an introduction and further supplemented it with additional data concerning the hydrogenation and distillation process.

In 1933 Professor Dr. Ubbelohde turned over this brief to State Secretary Feder. We discussed with Herr Feder in detail the pros and cons of the suggestions put forth which were directed towards an immediate as well as a long-range program. In conjunction with a conference in the Reich Chancellery Herr Feder was requested by Hitler to implement the mineral oil program through the import of crude oil in exchange for commodities in accordance with our brief and to make available the necessary oil refinery plants.

In 1933, following the suggestions contained in the brief, the first commission, the construction of an oil refinery in Hamburg, the Eurotank, was given to German industry in close cooperation with the American group of a certain Mr. Davis and carried out.

At the time of my negotiations with Herr Feder, I was unaware of a plan to make possible coal hydrogenation by means of the high pressure process of I.G. through Reich assistance. Not until later that year --- I do not remember the exact time --- was I informed by the Reich Ministry for the Economy and the I.G. people that for technical-industrial reasons priority would be given in the future to the coal hydrogenation in contrast to my suggestions. I cannot conceive however, that the highest quarters of the Reich Ministry for the Economy would have carried on serious negotiations with me with respect to my project and begun to put it into effect if at that time they had already obligated themselves to I.G. through prior agreements;

- 3 -

Signed: Udo Frh. von la Roche

I certify to the correctness of the signature.

Baden-Baden, 24 January 1948

(I.S.)

Police Headquarters
signed: Dr. Reinfried

I certify to the verbatim and true copy of the above document.

Nuernberg, 16 February 1948

signed: Dr. Hans Flaechsner
Attorney-at-law

- 3 -

Affidavit

I, Dr. Botho Mulert, residing in Minden, Bachstrasse 44, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

1. I was born in Canditten, Kreis Prouss. Eylau on 15 March 1883. In 1922 I became a member of the Reich Ministry for the Economy. Up to 1933 I was in charge of the Office Chemistry (Referat Chemie), of which mineral oils were also a part, in my various positions as Regierungsrat, Oberregierungsrat, and Ministerialrat. In 1933 an independent office Mineral Oil was set up and I was put in charge of this office. In 1938 I gave up the office Mineral Oil and as Ministerialdirigent took over the Department Chemistry (Abteilung Chemie). In 1943 I left the Ministry.

At present I am in charge of the Department Mineral Oil in the Administrative Office for Economy in Minden.

2. In the years from 1932/33, as the then director of the Office Chemistry in the Reich Ministry for the Economy, I took part in the guarantee agreement negotiations between the I.G. Farben-Industry A.G. and the Reich with respect to the hydrogenation plant Leuna. In 1927 the Leuna plant was first set up to produce 100,000 tons of gasoline, but through technical improvements was able to exceed this capacity considerably. The production costs of synthetic gasoline were at a higher level than the world market price for natural gasoline with the result that hydrogenation was practicable only if the price differential was equalized through the tariffs existing at that time on natural gasoline.

- 2 -

The Reich was not able to guarantee to the I.G.Farbenindustrie that the tariff rates which would have assured the practicability of the plant, would be maintained over a long period of time. Therefore, I.G.-Farbenindustrie believed that it could run the risk inherent in the further extension of the plant only if the Reich guaranteed the sale of production at prices which covered the production and corresponding depreciation costs.

At the time the Reich was particularly interested in the further operation and extension of the hydrogenation plant Leuna. German petroleum production was always so small that only a portion of domestic requirements could be covered by domestic production. With increased mechanization domestic production and consumption took a turn for the worse. At the same time the amounts of foreign currency which had to be expended for the import of the marginal deficiency increased continually. This was of even more importance since, as was well known, the Reich had been suffering from an increasing paucity of foreign currency ever since about 1930, which had compelled it to introduce foreign currency control. By force of necessity the government found itself obliged as a result of this condition to promote a more effective exploitation of the processes for the manufacture of synthetic fuels which had been developed and tested by the I.G.Farbenindustrie in order to relieve German economy of this burden.

3. I am no longer in a position to state exactly at what time the negotiations began between I.G. Farbenindustrie and the Reich with respect to a guarantee agreement. As far as I remember it was towards the end of 1931 or beginning of 1932. Agreement negotiations continued for several months and were not concluded until 1933. The reason for the length of the negotiations can be explained, as far as I know, by the practical difficulties inherent in such an agreement since this was virgin territory. As far as I recall, the negotiations were conducted by both parties during this entire period only from purely economic points of view.

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In any event, during the course of the negotiations I never gained the impression that the conclusion of the agreement was decided through formal or practical considerations by factors other than by the purely economic-political bases as set forth which at that time had led to the inception of the negotiations.

4. The context of the agreement was simply based on the fact that the Reich was only desirous of assuming a price guarantee for synthetic gasoline if on the other hand the profits of the plant which exceeded the computation of costs, which had been fixed in detail, fell to the Reich. Production costs, proceeds, and profits were constantly checked by Reich auditors.

It soon became evident that the agreement was quite disadvantageous to I.G. Farbenindustrie. In the course of the following years additional hydrogenation plants were constructed with which the Reich likewise concluded guarantee agreements. This signified more and more for the Leuna plant as well a guarantee that the price level would be held. On the other hand the production costs of Leuna evidenced a drop as a result of their increasing production and improved technique. The result was that the I.G. Farbenindustrie had to turn over to the Reich considerable sums which represented surplus profits. Therefore, after a few years, it suggested a fundamental amendment to the agreement.

However, as long as I took part in such matters, the subject of negotiations in this respect was never broached.

signed: Dr. Botho Mulart

Minden, 14 July 1947
No. 222 of the Document Register
from the year 1947.

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I herewith certify and attest to the above signature of
Dr. Botho Mulert, Minden, Bachstrasse 44.

Minden, 14 July 1947

singed: Dr. Jur. Martin Hutze,
(Dr. Jur. Martin Hutze)
Notary

Stemp: Dr. jur Martin Hutze
Notary in Minden

.... This is a verbatim copy of
Document Bue 31

Nuernberg, 5 February 1948

Signed: Dr. Hans Flaechsner
(DR. HANS FLAECHESSNER)

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(Notary Stamp)
Dr. Fritz Vosser
Aargau Notary

Affidavit

I, Dr. Ernst Rudolf FISCHER, residing in Baden near Zurich, Parkstrasse, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

1. I was born in Neumburg/Saale on 4 May 1897, attended the Realgymnasium there until my graduation, served in the World War from 1914/18, thereafter studied law and in 1922 was employed in the Chemical Factory Griesheim-Elektron (Chemische Fabrik Griesheim-Elektron). After this firm was absorbed into the I.G. Farbenindustrie A.G. I was employed as a Prokurist up to the middle of 1932 in the Main Accounting Office of the I.G. in Frankfurt am Main. From 1932 to 1945 I was sales manager for the Mineral Oil Products of the I.G.

2. In the middle of 1932 I was requested by Professor Bosch and Professor Krauch to join the Deutsche Gasolin A. G. as a member of the Vorstand, which was in charge of sales for Leuna gasoline. At that time I was informed that it had been decided to continue the production of Leuna gasoline at a minimum figure of 100,000 tons per annum. I then became a member of the Vorstand of the Deutsche Gasolin A. G. in October 1932.

In this position I had a great deal to do with the technical and industrial bottle-necks which

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were present at that time in the production and sales of Leuna gasoline. It is true that ever since 1932 the I.G. hydrogenation process had been advanced to a mass-production stage. However, its practicability had not yet been assured. It had been possible to bring down the costs of production to a considerable extent but ^a further decrease was still necessary. Essentially, however, this reduction amounted only to bringing about changes in the average costs of production. On the other hand, the nature of the proceeds was uncertain, as was clearly brought to light by the price war with the Russians of a few years past.

3 3. To these difficulties was also added the continually increasing opposition of interested parties and of a part of the public concurrent with the augmented production of synthetic gasoline. The "Erdöl-Reichsverband" (Reich Petroleum Federation), which had been established by the importers, attempted to mobilize a press campaign against the production of synthetic gasoline; at the same time it approached the Reich authorities and among other things called their attention to the anticipated decline in mineral oil tariffs. Similar efforts were attempted by the automobile industry. The already influential press organs of the NSDAP, which in any event was not favorably disposed to the I.G., which to them represented a big business enterprise, also participated in these attacks against the hydrogenation program.

The director of I.G. at that time, Professor BOSCH, decided therefore to entrust the public relations department of I.G. with the task to refute the arguments of their adversaries, which were in part quite void of any objectivity, through technical and industrial enlightenment with respect to gasoline hydrogenation. This took form, among other things, through extending invitations to representatives of the press to inspect Leuna; also suitable publicity matter was compiled and

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instructive information was provided the representatives of the many parties. Not until some time during 1933, on the occasion of a discussion with Dr. BueteFisch, did I learn that in connection with this matter a visit had also taken place in autumn of 1932 with Hitler. As Dr. BueteFisch explained to me at that time, he had been to see Hitler, together with Dr. Gattineau, upon the request of Professor Bosch. Like all actions at that time, the visit had as its purpose to put an end to the public campaign against the gasoline hydrogenation program. In his capacity as the expert for the gasoline hydrogenation program, Dr. BueteFisch supplied the necessary technical and industrial clarification, whereas Dr. Gattineau acted as the public relations man for I.G.

Dr. BueteFisch was acquainted with my concern with respect to the competition struggle with the other large petroleum companies and we often discussed the very subject of the publicity so successfully carried out by the Benzol Federation (BV) regarding "Fuels from German coal" with respect to similar publicity ideas for Leuna gasoline. However, Dr. BueteFisch never informed me of any guarantee or promise on the part of Hitler or his party regarding the gasoline hydrogenation program, although such an expression could have been favorably exploited in the sales campaign. Similarly during the negotiations concerning the proceeds guarantee for Leuna gasoline, which later led to the conclusion of the gasoline guarantee agreement between the Reich and I.G., such an argument was never brought forth either by Dr. BueteFisch or by any other representative of the I.G.

4. In 1932 negotiations concerning a proceeds guarantee for Leuna gasoline between the Reich Ministry for the Economy and the I.G.

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were taken up. This proceeds guarantee was indispensable for a further extension of the hydrogenation plant of the I.G. in view of the conditions as described above. On the other hand the Reich strived above all, because of savings effected in foreign currency, to increase German gasoline production. Such negotiations were a part of the development occurring at that time. Because of the sales and proceeds of their products, the Benzol and Distillers industry had already conducted negotiations with the competent Reich authorities. Both industries had achieved satisfactory results in this respect. Therefore, it was natural that I. G. and the Reich should enter upon such negotiations in 1932. After I had become a member of the Vorstand of the Deutsche Gasolin A.G. and sales manager for the Mineral Oil Products of the I.G., I took charge at the beginning of 1933 of these negotiations for the I.G.

Following the seizure of power by the National Socialists a situation developed in the spring of 1933 which became extremely threatening not only for the negotiations with the Reich but also for the gasoline hydrogenation program as well. At that time it was known that the State Secretary in the Reich Ministry for the Economy, Gottfried FEDER, contemplated the creation of a large refinery industry for the refining of imported crude oil in Germany. Had this plan been realized, there would have been no place for gasoline hydrogenation, at least no room for any further extension. Feder's plan, which was actively represented, was not dropped until after it was proved unstable for technical reasons as a result of a close examination by the competent offices.

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The negotiations between the Reich and the I.G. then led in December 1933 to a conclusion of the gasoline agreement.

The context of the agreement was determined by the point of view that on the one hand the Reich would be given free rein in its future tariff and tax policy in the mineral oil field, and on the other hand that the private enterprise character of the I.G. production would not be impaired. For this purpose, a sale and price guarantee by the Reich seemed the most suitable at that time. In its implementation the agreement provided the I.G., it is true, with the necessary backing, but it also resulted in the I.G.'s not being able to keep for itself the profits which came about through the reduction of production costs, which reduction had been achieved by steady efforts in this direction. Therefore, in practice, on the basis of the agreement, the I.G. was forced to turn over to the Reich sums amounting to millions.

Signed: Dr. Ernst R. Fischer

Baden, 3 January 1948

The undersigned Notary Public of the Canton of Jurgau, Dr. Fritz Vosser, "Fuersprecher" in Baden herewith certifies the above signature of Dr. Ernst Rudolf Fischer, who lives in Baden near Zurich, and who is personally known to have acted on his own behalf.

(L.S.)

(L.S.)

Baden, 29 January 1948

Notary:

Signed: Dr. Fritz Vosser, Notary

I certify to the verbatim and true copy of the above document.

Nuembere, 17 February 1948

Signed: Dr. Hans Flaechsner
Attorney-at-law

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AFFIDAVIT.

I, Dr. Kurt HARTMANN, residing at Ilvesheim near Mannheim, Goethestrasse 25, having been duly warned that I make myself liable to punishment if I make a false affidavit declare under oath that my statement is true and is made in order to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

Having been an assistant in Sparte I of the Oppau plant of the I.G. Farbenindustrie for many years, I also participated in computing the all-over-cost concerning the practicability of hydrogenation. Based on the knowledge I had gained at that time about these conditions, I prepared the attached statement on the costs of hydrogenation up to the end of 1932. In doing so I used the amounts entered in the I.G. Farben books and entered the compensation paid by the Standard Oil Co. of New Jersey for the transfer of the hydrogenation patents in the amount shown in the statements made by Mr. HOWARD in his book "Puna rubber" (Publishers: D. van Nostrand Company, Inc. New York 1947) on the pages 27/28 according to my calculation the initial outlay amounted to

RM 182 Millions

as of 31 December 1932. As against these expenses there existed at that time an operative hydrogenation plant with a minimum yearly output of 100,000 tons, which due to the considerable special depreciations was on the books with only RM 23,000,000, the value of which, however, was considerably higher. The actual

(page 2 of original)

loss resulting from the development of hydrogenation
thus was considerably below the above amount of

RM 182, 000, 000

as of the end of 1932 .

Nuernberg, 25 October 1947

(signed Dr. Kurt HARTMANN)

The above signature of Herr Dr. Kurt HARTMANN, residing
at Ilvesheim near Mennheim, Goethestrasse 25, given
before me, is hereby certified.

Nuernberg, 25 October 1947

(signed Dr. Hans FLEISCHNER)

Enclosure

The costs of hydrogenation up to the end of 1932.

Experimentation and laboratory expenses	RM 146 mill.
Manufacturing expenses including regular depreciation	RM 207 mill.
Special depreciation and Sundry costs	RM 51 mill.
	<u>RM 404 mill.</u>

deducting:

Not proceeds for
products sold RM 74 mill.

compensation paid
by the Standard
Oil Co.
\$ 35,000,000 at a
rate of exchange
of 4.2134 = RM 148 mill. RM 222 mill.

Net Initial outlay at the end of 1932 RM 182 mill.

Muernberg, 25 October 1947

(signed Dr. Kurt HARTMANN)

AFFIDAVIT.

I, Dr. Hermann PETRI, residing at Burghaus Steckum at Vennheide via Anrath, after having been duly warned that I make myself liable to punishment if I make a false affidavit declare under oath that my statement is true and is made in order to be submitted as evidence before the Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

Beginning 1927 I worked with the Reich Ministry of Economy, as of 1929 in the mineral oil industry from 1932 until I resigned in 1935 as official in charge of office Chemistry as the closest associate of the then Ministerialrat Dr. MULERT. I did the preparatory work for the guaranty agreements for the production of synthetic gasoline.

The basic idea behind the conclusion of the guaranty agreement between the Reich and the Leuna plant was as follows:

As early as a few years before 1932 expensive and costly experiments had been conducted in the field of hydrogenation. Practical large-scale production had, however, only been carried out with one single plant having the relatively small capacity of 100,000 tons per year. Therefore, the I.G. Farben hesitated to spend large funds on the projects for large-scale production if no guaranty was obtained for the profitable sale of the products. However, all of industry and also the Reich Government were interested in hydrogenation since it helped to save foreign exchange, and created employment which was an important point, in view of the unemployment prevailing at that time. Therefore, the Reich wished to give the I.G. Farben-industrie a security and a stimulus for the future, in order to assure the later large-scale industrial utilization and further development of the results of the experiments carried out up to then.

The I.G. Farben, in its turn, did not want to be the only party risking investments in further extensions.

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A new investment of over RM 100,000,000 was involved. The market situation was completely disrupted at that time. This was a result of the Russian dumping prices, later the deflation measures adopted by the Bruening government made themselves felt. In addition, there was the varying tax and customs legislation. All these were circumstances which could not be influenced by I.G. Farben. A guaranty by the Reich was therefore the best solution.

The subject covered by the agreement was new and necessitated the consideration of quite different viewpoints. Therefore, the negotiations dragged on for rather a long time. They were started in 1932 and were terminated in December 1933.

In the meantime the HITLER government had long since come to power. This fact had, however, no influence on the negotiations. At any rate, I for one did not observe that the NSDAP exercised any influence on the negotiations. The negotiations and work were carried out objectively and without any interference by National Socialist agencies or persons. The procedure, duration of the negotiation and the intransigence of the contracting parties prove unequivocally that a political agreement did not exist between I.G. Farben and the NSDAP.

If occasionally the NSDAP press utilized the agreement for its own purposes, then this does not prove the contrary since the NSDAP claimed the credit for other institutions as well, which merely represented the conclusion of previous developments.

The effect of the agreement was that the Reich made a good bargain. This had probably not been intended. If the whole situation would have been better gauged the I.G.'s best course would have been I.G. Farben.

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not to have demanded to a Reich warranty.

(signed) Dr. Hermann PETRI

Document Registry No. 77 for 1948

I hereby officially certify the signature given before me by Herr Doktor Hermann PETRI, department chief of the Dusseldorf Chamber of Industry and Commerce, residing in Dusseldorf, Geibelstrasse 19, formerly at Burghaus Strasse at Vonnheide via Lurath. I ascertained the identity by the Identification Card No. AY 150385 - JWE presented to me.

Dusseldorf, 30 January 1948

The Notary:-

(signed) GONNELL..

Stamp: Robert GONNELL.

Notary in Dusseldorf

Computation of costs

Value not fixed RM	
Fee, according to Art. 144, 26, 39 of Fees Regulation	RM 4.--
Additional fee accord. to Art. 153, 52 of Fees Regulation	
Turnover tax	RM -.12
	<u>RM 4.12</u>

(signed) GONNELL..

This is a verbatim copy of
Document Bue 75

Nuernberg, 9 February 1948

(signed) Dr. Hans FLECHSNER

(DR. HANS FLECHSNER)

AFFIDAVIT.

I, Kurt KLINGE, retired Amtsrat, residing in Leipzig O 39, Freussenstrosse 86, having been duly warned that I make myself liable to punishment if I make a false affidavit declare under oath that my statement is true and is made in order to be submitted as evidence before the Military Tribunal VI, in the Palace of Justice, Nuernberg, Germany,

1. Origin of guarantee agreement between Reich and I.G. Farben.

The agreement between the Reich and the I.G. Farbenindustrie on a price guaranty for hydrogenated gasoline was concluded at the end of 1933 and became effective on 1 July 1934 to run for a term of ten years. In 1927 I.G. Farben had built a plant at Leuna for large-scale tests with the high pressure hydrogenation process calculated for an annual output of 100,000 tons. The plant had shown that the method was commercially practicable. However, it could be practicable in the future only if, above all, the gasoline price would remain stable for a considerable length of time. The trend in prices on the world market and the tariff policy of the Reich encumbered the gasoline price with a risk that could not be borne for a plant of many millions of marks without receiving government subsidies.

The purpose of the agreement was to guarantee to I.G. Farben the sale of synthetic gasoline at a price which would cover the initial cost and a modest interest on capital investments. The Reich thus incurred the price and sales risk. In this connection

(page 2 of original)

the sales risk was small, since meanwhile synthetic gasoline had proved its worth as evidenced by the fact that the Shell and Standard sales organizations had taken over certain quantities of Leuna gasoline for sale. In addition, the Leuna production constituted only a small part of the entire German demand. Accordingly, the chief importance of the agreement was the price guarantee.

In return I.G. Farben had to renounce all surplus profits that could be achieved over and above the guaranty price during the period covered by the guaranty. At the same time I.G. Farben assumed the obligation to enlarge the 100,000 ton plant to 350,000 tons.

2. Details concerning the subject of the agreement.

The Reich guaranteed an initial cost price. If the sales proceeds were below that, then the Reich had to pay the difference. If, however, the proceeds from the gasoline sales were higher, I.G. Farben had to pay the surplus proceeds to the Reich. In addition, the agreement contained several clauses about the fixing of the guaranty price, the result of which was that the Reich as guarantor received the lion's share of the advantages resulting from the further technical and commercial improvement of the gasoline production at Leuna.

3. The effects of the agreement:

During the first years covered by the agreement, the Reich paid about 6 to 8 million marks to I.G. Farben. Then, however, by increasing the sales prices for gasoline, and by reducing the production costs, I.G. Farben obtained surplus profits which it had to pay to the Reich. As a consequence the Reich received roughly ~~100,000,000~~ 50,000,000 from I.G. Farben until the termination of the agreement. This amount would have become even higher,

(Page 3 of origin 1)

if other obligations of the Reich toward I.G. Farben had not been offset against the surplus proceeds. In other words: the actual financial profit of the Reich amounts to far beyond RM 50,000,000.

4. The implementation of the guaranty agreement.

The agreement was carried out conscientiously. In the course of time it developed into a source of revenue for the Reich. The accounts were not settled niggardly neither were they settled liberally. The I.G. accounts were periodically audited by the Reich Ministry of Economy in conjunction with the Reich Ministry of Finance and the Supreme Auditing Court of the Reich. Several times I.G. requested a modification of the agreement, thus, for instance, because of the great increase of the corporation tax, by which the interest on capital investment, included in the initial costs, was continually curtailed. However, the agreement was not changed. In reply to such requests the Reich referred to the regulations of the Reich Budget Ordinance according to which it is not possible to modify agreements to the disadvantage of the Reich.

5. Comparison of the I.G. agreement with other guaranty agreements.

The I.G. Farben gasoline agreement was the first of its kind. Corresponding agreements were also concluded by the Reich with the licensees of the procedure for the manufacture of gasoline according to the Fischer-Tropsch process, which thus should be granted the same development conditions as the high pressure process of I.G. Farben. The I.G. Farben agreement was regarded as a standard for the agreements concluded later with other plants, which then, however, differed in several respects from the I.G. Farben agreement.

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As a result of what had been experienced with the I.G. Farben agreement, the other plants insisted on being granted a 50 per cent participation in the surplus proceeds. In addition, the Reich later acknowledged the corporation tax for the interest on the invested capital stock as a cost factor within the limits of the initial cost guaranty, which was not the case with I.G. Farben. I.G. Farben felt that it was being discriminated against, since it as the creator of the high pressure hydrogenation process had a less favorable agreement with the Reich than those plants which had been built later, and which had benefited from the preparatory work carried out by I.G. Farben.

If I.G. Farben retained any financial interest in gasoline production at all then this was because it succeeded in boosting the Leuna gasoline production over and above the maximum quantity specified in the agreement. The surplus production was not covered by the agreement. I.G. Farben received the entire profits from the production not coming under the agreement. In addition, I.G. Farben also profited from the sale of the fuel which was a by-product of the hydrogenation. Moreover, it profited from granting licenses under its patents.

Leipzig, 2 February 1948

(signed) Kurt KLINGE

I hereby certify the above signature of Herr Kurt KLINGE, retired Master, residing in Leipzig 9 39, Preussenstrasse 86, identified by the identification card No. C 713 571, issued by the Police President in Berlin, 14 April 1944.

Document Book IV BUETEFISCH
Document No. 10

(page 5 of original)

Leipzig, 4 February 1948

(stamp)

(signed) Dr. Franz
Notary

Documents Register No. 62/1947.

Costs:

Value: RM 3,000

Fee according to Art. 26, 39 of the Reich	RM 4.--
Fees Regulation	RM -.12
Turnover tax	RM 4.12

The Notary:

(signed) Dr. FRANZ

The verbatim and true copy of above document is
certified:

Nuernberg, 16 February 1948

(signed) Dr. Hans FLECHNER
Attorney-at-law

List of payments resulting from the
Gasoline agreement between the Reich
Economy Ministry and the

Ammoniakwerke Merseburg G.m.b.H., Leuna Werke.

1. Reich Government payments to the A.M.

1934 (second half)	RM 3 295 393,--
1935	" 1 768 077,--
	<u>RM 5 063 470,--</u>

2. A.M. payments to the Reich Government

1936	RM 5 457 987,--
1937	" 14 981 344,--
1938	" 12 275 690,--
1939	" 6 971 576,--
1940	" 5 699 604,--
1941	" 6 473 028,--
1942	" 9 699 068,--
1943	" 14 295 696,--
1944 (first half)	" 15 618 774,--
	<u>RM 91 472 767,--</u>

AFFIDAVIT.

I, Emil WUERTH, residing at Frankfurt/Main-Eschers-
heim, Josephskirchstr. 13 c/o. W. GIER, have been warned
that I make myself liable to punishment if I make a
false affidavit. I declare under oath that my statements
are true, and that they were made to be submitted as
evidence to the Military Tribunal in the Palace of
Justice

(page 2 of original)

Nuernberg, Germany.

I was born on 26 January 1892. Since 1 December 1919 I have been in the employ of the I.G. Farbenindustrie A.G. and the Moniakwerke Merseburg G.m.b.H., Leunawerke, and I have been their authorized commercial agent (Handlungsbevollmachtigter) in the nitrogen calculation department and/or book keeping branch I. At present I am in the employ of the Control Office for the I.G. Farbenindustrie A.G., nitrogen and oils sale bookkeeping department in Frankfurt, Main. Because of my work, and as I have access to the records, I have compiled the above list concerning Reich Government payments to the Moniakwerke Merseburg G.m.b.H. and/or payments by the Moniakwerke Merseburg G.m.b.H. to the Reich.

Frankfurt/Main, 17 December 1947 signed Emil WUERTH.

I hereby certify and attest the above signature by Herr Emil WUERTH, residing at Frankfurt/Main - Eschersheim, which has been affixed before me.

Frankfurt/Main, 17 December 1947.

signed: Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)
Assistant Defense Counsel in
Case VI

* * * * *

Certified true copy of the above document:

Nuernberg, 2 February 1948 signed: Dr. Hans FLECKENBERG
Attorney-at-law

Excerpt from the minutes of the 86th Meeting of the
Working Committee on Tuesday 9 October 1934 3 o'clock
P.M. in the Administration Building in Frankfurt/Main.

.....
Point 3 of the agenda:

Hydrogenation Process.

Speaker SCHMITZ.

As Herr Dr. KLAUCH was not present, Geheimrat SCHMITZ reported about the levy which is to be imposed on the finite industry for the purpose of expanding the hydrogenation process, a fact which is rather surprising to us in view of our own contributions.

....

I, Dr. Kurt HARTMANN, assistant to defense counsel Helmut HANKE in case VI before Military Tribunal VI, certify that the above document is a verbatim excerpt of the original minutes of the 86th meeting of the working committee on 9 October 1934 in Frankfurt/Main.

Nuernberg, 19 February 1948 signed: Dr. Kurt H. HARTMANN
(Dr. Kurt H. HARTMANN)
Assistant Defense Counsel in
Case VI

Excerpt from the Reich Law Gazette, Part I

1934, Page 863, dated 29 September 1934:

Decree concerning the establishment of industrial
compulsory syndicates in the lignite industry,
dated 28 September 1934.

Based on the law of 3 July 1934 concerning economic
measures (Reich Law Gazette I. p. 565) the following
is ordered:

Article 1

- (1) The Reich Economy Minister shall be empowered to direct any enterprises or persons, who are engaged in mining lignite or who have title to lignite deposits, to form combines or to be incorporated in existing combines (industrial compulsory syndicates), for the purpose of initial or increased exploitation of lignite, if he deems this exploitation an urgent necessity for the welfare of state and nation.
- (2) The Reich Economy Minister shall have the right to incorporate all such enterprises in a compulsory syndicate which are engaged in industrial activities as described in section 1.
- (3) Members of the compulsory syndicate shall have a share in the combine property and in the profits derived from operational activities in proportion to their individual contributions to the overall performance.

Article 2

The Reich Economy Minister shall issue the implementation regulations pertaining to article 1. His powers shall extend in particular to:

1. regulating the bylaws and statutes of the compulsory syndicates, and the rights and obligations of their members,

(page 2 of original)

2. declare the compulsory syndicate an incorporated company.

Article 3.

The compulsory syndicates shall be under the control of the Reich Economy Minister. Both the syndicates and their members, within their obligations, shall be bound to his instructions. The Reich Economy Minister shall have the right to appoint a deputy.

Article 4.

No compensations shall be paid by the Reich for claims resulting from enacting diverse measures pursuant to this law.

Article 5.

Persons who wilfully or negligently violate any regulations of this decree, shall be punished with prison or a fine, or one of these two punishments. The amount of a fine shall be unlimited. Action shall only be taken if initiated by the Reich Economy Minister. Pending actions can be dismissed.

Article 6.

The Reich Economy Minister shall issue all legal and administrative directives necessary for the implementation of this decree.

Article 7.

This decree shall become effective on the day of its promulgation.

(page 3 of original)

Berlin, dated 28 September 1934.

THE REICH ECONOMY MINISTER

Acting on behalf of the Minister

Dr. Hjalmar SCHLACHT,

President of the Reichsbank Directorate.

Ibid Page 1068.

First Implementation Regulation to the Decree
concerning the Establishment of Industrial Com-
pulsory Syndicates in the Lignite Industry.

Dated 23 October 1934.

Pursuant to articles 2 and 6 of the decree concerning the establishment of compulsory syndicates for the lignite industry of 28 September 1934 (Reich Law Gazette I. p. 863) the following is ordered:

Article 1.

- (1) The lignite enterprises which have been selected by the Reich Economy Minister shall merged in an industrial compulsory syndicate. The Reich Economy Minister shall have the right to release members from the compulsory syndicate.
- (2) The compulsory syndicate shall be called "Compulsory Syndicate for the Lignite Industry (Zwangs-gemeinschaft fuer die Braunkohlenindustrie)" and shall be located in Berlin. It shall be an incorporated company.
- (3) The purported policy of the compulsory syndicate shall be the financing of an Aktiengesellschaft by the members of the compulsory syndicate with mandatory investments, the amounts of which shall be determined by the Reich

(page 4. of original)

Economy Minister. This Aktiengesellschaft shall engage in manufacturing combustibles and lubricants by using lignite, and the erection of plants for carrying out this program.

(4) For the purpose of arbitration both in- and out of court the compulsory syndicate shall be represented by a Reich Commissar, who shall be appointed by the Reich Economy Minister. This Reich Commissar shall act on behalf of the compulsory syndicate and the Aktiengesellschaft. He shall have the right to issue bylaws and statutes for the compulsory syndicate. The Reich Economy Minister shall appoint a deputy for the Reich Commissar.

(5) The Aktiengesellschaft shall be charged with paying all expenses incurred by the compulsory syndicate.

Article 2.

- (1) The Reich Commissar shall have the right,
1. to demand the company's executive board to report on all pertinent business matters,
 2. to convoke general meetings, meetings of the executive board, as well as announcing the subjects to be placed on the agenda for resolution, and, to initiate all convocations, meetings or announcements which shall be chargeable to company accounts, in case of failure to comply with his directives,
 3. to block execution of resolutions or instructions of the general meeting and the Aufsichtsrat, if he deems this necessary in the interest of the Reich and the nation. He and his representatives shall have the right to participate in all general meetings and in the

(page 5 of original)

- Vorstand and Aufsichtsrat meetings. It shall be mandatory that they are invited to participate;
4. to issue resolutions and to act on behalf of the members of the compulsory syndicate as their legal representative. The Reich Commissar shall distribute and transfer shares subscribed by the promoters to those members of the compulsory syndicate who did not participate in promoting the combine, in accordance with a key to be defined by the Reich Economy Minister.
- (2) In agreement with the Reich Commissar, the Aufsichtsrat of the Aktiengesellschaft shall determine the deadline by which outstanding stock investments will be paid up.

Article 3

If necessary, the Reich Commissar shall have the right to ask the revenue offices to effect cashing of subscribed stock investments, as well as of the amounts for the shares and expenses incurred by the compulsory syndicate pursuant to article 2, paragraph 1, section 4, sentence 2, and in accordance with the Reich taxation regulations.

Article 4.

- (1) Article 192, paragraph 2 of the trade and commerce act shall not apply to the promotion of the company.
- (2) The Aufsichtsrat members of the Aktiengesellschaft shall be appointed and relieved of their posts by the Reich Commissar.
- (3) Deviating from article 195, paragraph 3, sentence 2 of the trade and commerce act, an initial cash payment of at least 1/10th of the par stock value shall be certified at the registration of the company. This rule shall also apply to measures affecting

(page 6 of original)

capital increases.

(4) It shall, be permissible that the initial company capital can be increased, before stocks have been fully subscribed.

(5) Article 207 of the trade and commerce act shall not apply to the company.

Article 5.

This decree shall become effective on the day of its promulgation.

Berlin, dated 23 October 1934

The Reich Economy Minister
Acting on behalf of the Minister:
Hjalmar SCHLÖT
President of the Reichsbank Directorate.

AFFIDAVIT.

I, Dr. Ernst HOCHSCHMIEDER, residing at Trieb No. 17, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statements are true, and were made to be submitted as evidence to the Military Tribunal in the Palace of Justice at Nuernberg, Germany.

I can make the following statements concerning Dr. BUETEFISCH's work with the Braunkohle-Benzin (Lignite-Gasoline) A.G.: Dr. BUETEFISCH was technical and engineering director of the Leunawerk, and was in charge of introducing the hydrogenation process there. When, in 1928, I came to Leuna to dispose of engineering difficulties, I and other colleagues, together with Dr. BUETEFISCH, have passed all stages in the development of this process; years of work were still required to complete this particular process. In 1932 we had disposed of these bottlenecks, and the hydrogenation process had become a profitable industry.

In 1937 I became an acting member of the Vorstand of the Braunkohle-Benzin A.G.; at the same time, I also took over the technical and engineering supervision of that company, and left the Leuna-Werk. When in 1938 Professor KR. LUCH retired from the Vorstand of the Brabag, it was upon the request of the Brabag that Dr. BUETEFISCH joined them as their technical and engineering adviser, and as a member of the Brabag Vorstand. Two reasons prompted the Brabag, i.e. a I.G. Vorstand member was to have a share of the responsibility in the Brabag, since the I.G. had licensed the use of this process, and also, because the Brabag wanted to make use of Dr. BUETEFISCH's extensive personal experience in the hydrogenation field. During his activities as member of the Brabag Vorstand, which was quite a difficult proposition for Dr. BUETEFISCH because of his dual position as member of the Vorstand for both companies,

(page 2 of original)

he always wholeheartedly devoted his work to the interests of the Brabag, never attempting to use the Brabag for I.G. purposes and interests, or to gain other advantage for the I.G.

As for myself, Dr. BUETEFISCH's appointment meant a considerable assistance, as both the chairman of the Aufsichtsrat, Herr KEPLER, who actually opposed the I.G., and the member of the Vorstand, Herr KRANEFUSS, had little understanding of the practical engineering and technical problems. On the other hand, they were responsible for the Brabag's development and success; therefore, their efforts to please Dr. BUETEFISCH were quite obvious, in order to secure his collaboration.

I can definitely aver that the Brabag Vorstand did not expect nor anticipate that the Brabag plants had been built for war purposes, let alone for an aggressive war. We always endeavored to secure the normal demands of the automobile industry and traffic.

I know that Herr KRANEFUSS had invited Dr. BUETEFISCH to the so-called evening meetings of friends. Also, I have subsequently learned that Herr KRANEFUSS was instrumental in obtaining an SS-rank for Dr. BUETEFISCH. However, I have never seen that Dr. BUETEFISCH had been wearing a party insignia or the SS-uniform, nor have I ever been informed about this fact. I am of opinion that Dr. BUETEFISCH accepted these honors in order not to disrupt his congenial relations to Herr KEPLER and Herr KRANEFUSS, and this to make his and his colleagues' tasks easier in the interest of the whole company. I know that Dr. BUETEFISCH's common sense dictated his political ideology and his economic and social conceptions, and that he had no track with the actual objectives of National Socialism or the SS.

(page 3 of original)

Lichtenfels, 6 February 1948

signed: Ernst HOCHSCHWENDLER.

Doc.No. 111/1948

I hereby certify and attest the above signature of the physicist Dr. Ernst HOCHSCHWENDLER in Trieb, house No. 17, who identified himself by his identity card. Lichtenfels, sixth of February nineteen hundred and twenty-eight.

signed: Johannes KEFFEL, Notary

Seal: Justizrat Johannes KEFFEL, Notary in Lichtenfels.

Value: 100.-- RM

Fee, per. 26,39,144 2.-- RM

turnover tax - ,06 RM

2,06 RM

signed: Johannes KEFFEL

Seal: Justizrat Johannes KEFFEL, Notary in Lichtenfels.

For the authenticity of above copy from Doc.No. 100

Nuernberg, 16 February 1948

signed: Fr. Hans FLAETSCHNER

(FR. HANS FLAETSCHNER)

Dipl. Ingenieur Herbert v. FELBERT
Sulzbach-Rosenberg-Huette
Loderhof 70.
27 December 1947.

AFFIDAVIT.

I, Herbert v. FELBERT, born 17 May 1899 at Oberhausen, Rhineland, residing at Sulzbach-Rosenberg-Huette, Loderhof 70, have been duly warned that I make myself liable to punishment if I make a false affidavit.

I declare under oath that my statements are true and have been made to be submitted to the Military Tribunal in the Palace of Justice at Nuernberg, Germany. Since 1935 I have been construction and assembly supervisor at the Boehlen lignite hydrogenation plants in Magdeburg and Zeitz, and from 1939 I worked as plant manager of the Boehlen plant of the Braunkohle-Benzin (Lignite-Gasoline) A.G.

Initially, Prof. Dr. KRAUCH of the I.G. Farbenindustrie was an honorary Vorstand member of the company, in order to give his expert technical and engineering advice to the young company, which did not have any specialists in the hydrogenation field.

When on account of his other duties Dr. KRAUCH could not continue in this capacity, it was especially the technical engineers who were anxious to have Dr. BUETEFISCH of the I.G. Farben A.G. as his successor, a man of whom it was said that he had the widest range of experience in the technical hydrogenation process. We were fully aware of the fact that by accepting Dr. BUETEFISCH would bring a great sacrifice, as he was extremely busy in his position. Finally, Dr. BUETEFISCH was persuaded to accept; however, we had to compromise and to promise to consult him only in very important cases,

(page 2 of original)

and even then only as far as technical-engineering problems were concerned.

I have meanwhile learnt that the Brabag attempted to remunerate Dr. BUETEFISCH for his efforts on several occasions, but that refused to accept any pay.

Thus Dr. BUETEFISCH joined the Vorstand of the Brabag in 1938. The Vorstand visited from time to time the plants at which occasions we always liked to ask Dr. BUETEFISCH's advise for the planned construction and in problems of production.

In my special case, his advise was restricted to purely technical matters; plant management matters and labor problems were never Dr. BUETEFISCH's concern, which was quite in keeping with the original agreement, i.e. that he had nothing to do with any such matters.

After the outbreak of war in 1939 traffic difficulties were responsible for the decreasing number of visits to the plant, and all Vorstand meetings took place in Berlin. Apart from the Vorstand, the individual plant managers were also invited.

The Vorstand consisted of Herren KRANEFUSS, v. BOCKELBERG, TANGS, UERZNER, HOCHSCHMIDLER, LINDENBERG and BUETEFISCH. GRUBENK and WORTHELMANN were regular participants in the meetings, and as for the technical-engineering part the plant managers WAGNER, WILLE and myself.

In the Vorstand KRANEFUSS could be called the "primus inter pares", I dare say, and he was very anxious that BUETEFISCH should attend the meetings, as he himself was not a technical engineer, however, for his business operations he had to rely on technically accurate dispositions. The technical engineers were extremely pleased about Dr. BUETEFISCH's collaboration, as we could play him against KRANEFUSS, who was an extremely egocentric man. Here, it was just Dr. BUETEFISCH who, swiftly and skillfully acting in our interest, was able to ally and prevent many of KRANEFUSS's rash actions.

(page 3 of original)

in all respects he was a strong counterpart to KRANEFUSS.

Only those who have experienced all these events can understand how difficult Dr. BUETEFISCH's position was at times. Dr. BUETEFISCH was capable of smoothening out difficulties only by his congenial manner of working with KRANEFUSS. KRANEFUSS who recognized and valued BUETEFISCH's high qualifications wanted to honor him, as far I as know, by using his influence with the SS to get him an SS rank. Although refusing to accept at first as was known, BUETEFISCH, in the beginning of 1939, finally yielded, in order to maintain the team work which was to our mutual advantage, for KRANEFUSS was a highly sensitive person, and easily crossed. Judging by my own experiences I venture to say that Dr. BUETEFISCH has never used the honor bestowed upon him for his own advantage; he even did not play off or show this honor openly at any time. I have never seen him in uniform, and I am convinced that only very few people knew about his honorary rank in the SS. For example, even I myself do not know to this day whether BUETEFISCH held a high or low rank or function within the SS. He never talked to me about this, nor did he show it in any way; however, he frequently told me about his dissatisfaction with the system, which also found its expression in his instructions, and did not shrink from using harsh words of criticism in connection with individual Party members.

His attitude towards KRANEFUSS enabled BUETEFISCH to support us technical engineers actively. I know that in 1944 KRANEFUSS insisted that I should be relieved from my post as plant manager in Boehlen, because according to his political principles, I did not have the required qualifications. All Party offices were mobilized to collect incriminating material against me. In this particular case, Dr. BUETEFISCH did not relax his efforts

(page 4 of original)

to belabor KRANEFUSS, until the latter dropped his plan, and the plant management remained in the hands of a technical engineer and was not turned over to a political man.

I could quote further instances of such occurrences. In all such cases, BUSTEFISCH shielded his colleagues and assistants, technical engineers and workers, and it is remarkable that he always managed to gain his point in his unperturbed, matter-of-fact mannerism which KRANEFUSS respected.

I am of opinion that BUSTEFISCH's relations to KRANEFUSS as senior SS officer had nothing to do with their common attitude towards the SS, but were merely based on business and practical considerations.

signed: v. FELBERT
v. FELBERT

Doc. No. 25 This is to certify the authenticity of the above signature of Herr Herbert v. FELBERT, Diplomingenieur in Sulzbach-Rosenberg-Huetten - Lederhof 70.

I ascertained Herr v. FELBERT's identity by inspecting his German identity card No. B 02406 A, issued by the mayor of the city of Sulzbach-Rosenberg on 15 September 1946, carrying his photograph and his signature.

Sulzbach-Rosenberg the ninth of January nineteen hundred and forty-eight

signed: C. SEYBOLD, Notary,

Seal: Dr. Carl SEYBOLD, Notary in Sulzbach-Rosenberg

(page 5 of original)

Notary fees, Reg. No. 25
Current year register No.

Fee account:

Value, minimum fee

Fee according to paragraphs 144, 26, 39	2.00 RM
Additional fee paragraph 52	.....
Postal charges paragraphs 139, 152	-.64 RM
Turnover tax paragraph	-.08 RM

Total 2,72 RM

Notary: signed G. SEYDOLD

For the authenticity of the above copy of document
EUBTEFISCH No. 89.

Nuernberg, dated 9 February 1948

signed: Dr. Hans FLAEBCHNER

(Dr. HANS FLAEBCHNER)

FFID. VIT.

I, Dr. Hanns Karl ILKE, residing in Heidelberg, Bunsenstrasse 9, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my testimony is true and is made in order to be submitted as evidence to Military Tribunal No. 6 in Nuernberg, (Germany).

I knew Herr Dr. BUETEFISCH from my activities as a chemist at the Merseburg machine works and as the head of a plant of the Braunkohle-Benzin A.G. Herr Dr. BUETEFISCH was a member of the Vorstand of the latter organization and - as far as I know - held this post in an honorary capacity. In the Vorstand he was the spokesman for purely manufacturing matters, and in this connection he handled the synchronization and the interchange of experience with other plants. The handling of social questions, such as personal matters, assignment to work, etc... was in the hands of Herr KR. NEFUS. In order to counter the position of Herr KR. NEFUSS with a strong engineering specialist, Herr Dr. BUETEFISCH endeavored to reinforce the position of the plant managers to the utmost, with the end in view of bringing the latter into the Vorstand. In this way, the engineering aspect would have gained the upper hand in the Vorstand.

The fact that Herr Dr. BUETEFISCH belonged "directly" to the SS, to say nothing of the fact that he held a rank there was unknown to me until about 2 years ago. What rank he held, I still do not know today. I am also unable to remember ever having seen him with the Party insignia.

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With respect to politics, he never brought the slightest influence to bear upon the plants. In the course of time, I gained the impression that Herr Dr. BUBTEFISCH was a determined opponent of the regime.

Heidelberg, 31 December 1947

(signed) Dr. ILLS

I hereby certify the correctness of the above signature of Herr Dr. ILLS, who resides in Heidelberg, Bunsenstr.9, performed before me today.

Heidelberg, 31 December 1947

(signed) Dr. Kurt HARTMANN
(Fr. Kurt HARTMANN)
Assistant Defense Counsel
in Case VI

The verbatim and true copy of the above document certified:

Nuernberg, 11 February 1948

(signed) Dr. Hans FLECKESNER
Attorney-at-law

AFFIDAVIT.

I, Hans Erich CRUMEN, residing in Wienhausen, District Celle, Elbestor, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and is made in order to be presented as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

In 1934 when the Braunkohle-Benzin A.G. was founded, I was employed as Reckurist of this organization. In this capacity, I held the post until the end of the war. From my detailed knowledge concerning the founding, organization and sphere of duties of the Brabag, I can state the following:

The Brabag was founded at the urging of SCHLICHT in October of 1934 by virtue of the law concerning the erection of the compulsory syndicate of the soft-coal industry.

In order to guarantee the shareholders an annual yield on their compulsory investments and in order not to burden the young enterprise with losses in addition to the considerable debts connected with its construction, the Reich was ready to conclude a guaranty agreement which would assure the Brabag the payment of the above-mentioned yield, and in addition the assumption of losses which they incur by the Reich. In contrast to the guaranty agreement of Leuna, which originally served as a model, the Brabag was allowed a part of the earnings accrued (surplus proceeds) if there was a decrease in actual costs.

The first Vorstand was composed of v. BOCKELBERG, Prof. KRUCH, KOPFENBERG, KRANEFUSS.

(page 2 of original)

Von BOCKELBERG was from the Wehrmacht, but had left it some time before the Erbag was founded and was a civilian member of the Vorstand. KRANZFUSS was appointed by Minister SCHLÖTT.

In 1938, Herr Professor KRAUCH resigned from the Erbag-Vorstand to take over the direction of the Reich Office for Industrial Expansion. His position was taken over by Herr Dr. BUETEFISCH from I.G. Farben in Leuna in the capacity of honorary technical adviser.

At this time, the Vorstand was enlarged by the addition of Herr Dr. ROCHSCHENDEK for the engineering direction of the organization, besides Dr. LINDENBERG as lawyer, TANGE as director of expenditures and Dr. WERZNER as mining expert and director of the raw material departments, and in this connection the last three were appointed as acting members of the Vorstand. Moreover, WORTMANN as director of sales and myself as director of purchases belonged to the directorate of the Erbag.

The Vorstand met regularly every 14 days, at first at the various plants in turn, then during the war in Berlin. With insignificant exceptions, I participated in all the meetings of the Vorstand, so that I have a firmly founded judgment concerning attitude, opinions and method of work of the individual members of the Vorstand.

Before the war, Herr Dr. BUETEFISCH took part in the meetings of the Vorstand almost regularly; during the war his other obligations often allowed him to attend the meetings now and then, i.e. if points of the agenda affected the sphere of work of Dr. BUETEFISCH,

(page 3 of original)

thus the engineering and/or scientific aspect, these were postponed until B. appeared. I can testify that except when questions arose of general importance for the Brabag, Herr Dr. BUETEFISCH, with quite conscious and perceptible restraint, concerned himself only with questions relating to his particular field and area of responsibility.

Dr. BUETEFISCH always refused compensation for his activities at the Brabag and did not receive any.

The entire production of the Brabag served the normal requirements of industry and was disposed of via the trading companies operating in Germany.

Wienhausen, District Celle, 18 February 1948.

(signed) Hans Erich CHUEDEN
(Hans Erich CHUEDEN)

No. 30 of the Document Register for 1948

I hereby certify the above signature of Hans Erich CHUEDEN, journalist from Wienhausen, District Celle, performed before me.

Celle, 18 February 1948

(seal)

(signed) Dr. ELLHAUSEN
Notary public

Value: 3.000 RM.

Fee Par. 26. 30 RMO RM 4.--

Turnover Tax RM 0.12

RM 4.12

(signed) Dr. ELLHAUSEN
Notary public

* * *

The verb and true copy of the above document certified:

Nuernberg, 28 February 1948.

(signed) Dr. Hans FLECKNER
Attorney-at-law

AFFID. VII.

I, Heinz SCHLAF, LL.D., residing in Fetterdorf/
Fehrn, have been duly warned that I make myself
liable to punishment if I make a false affidavit. I
declare under oath that my statement is true and was
made in order to be submitted as evidence to the Mil-
itary Tribunal in the Palace of Justice, Nuernberg,
Germany.

As a former prokurist of the Braunkohle-Benzin
Aktiengesellschaft and acting director of the legal
department, I had repeated opportunities of discussing
with Herr Dr. BUETEFISCH the conclusion of license
agreements and the development of other agreements.

I became acquainted with Herr Dr. BUETEFISCH at
meetings of the Vorstand of the Braunkohle-Benzin
Aktiengesellschaft, in which I occasionally took part.
From the year 1938, Dr. Heinrich BUETEFISCH had been
appointed to the Vorstand of the Erbeag in order to
assist in an advisory capacity as technical expert for
the many questions pertaining to the large-scale techni-
cal application and development of the I.G. Farben-hydro-
genation process according to which 3 of the Erbeag
plants operated.

As far as I knew, Herr Dr. BUETEFISCH was only an
honorary member of the Vorstand of the Braunkohle-
Benzin Aktiengesellschaft. Within the Erbeag he did not
maintain his own office or secretary's office and did
not even have a room of his own at his disposal.

Dr. BUETEFISCH usually attended the meetings of the
Vorstand only while technical matters

(page 2 of origin 1)

were being discussed. He was not concerned with questions pertaining to labor assignment at the Erbeg.

In his dual capacity as member of the Vorstand of the I.G. Farben Industrie and of the Braunkohle-Benzin Aktiengesellschaft Dr. BUETEFISCH exercised a moderating influence in cases of possible differences of opinion. From my own experience I can state that he never utilized this dual position for the purpose of furthering the wishes or interests of I.G. Farben in any way at the cost of the Erbeg, which, for example, I was able to observe in later transactions concerning the licensing of new processes from I.G. Farben to Erbeg.

Dr. BUETEFISCH never appeared within the Erbeg in a political capacity, but he was the technical expert for the entire directorate of the organization, whose advice was often and eagerly asked.

Petersdorf/Fehmarn, 3 February 1948.

(signed) H. SCHLAF

Doc. Reg. No. 336.1948 Dr.K.

I, the notary Dr. Herbert KIESSELBACH in Hamburg 11, Boersenbruecke 2a, hereby certify the above signature acknowledged before me, of Herr

Heinz Karl Ludwig SCHLAF
residing in Petersdorf/Fehmarn, at present
Hamburg identified by personal identity
card: AY 113 378 TXD

Value: RM 3.000.-- unconfirmed Hamburg, 25 February 1948

Fee Pars. 26, 39 RM 4.--
Turnover Tax " -.12

RM 4.12

The Notary:
(signed) signature
(seal)

The Notary:
(signed) K.

Document Book IV BURTESFISCH
Document No. 298

(page 3 of original)

The verbatim and true copy of the above document
certified:

Nuernberg, 27 February 1948

(signed) Dr. Hans FLECHSNER,
Attorney-at-law

W. B. ELZ (21b) Herne, 31 December 1947/We.
Oberbergrat, retired
Bergwerksgesellschaft Hibernia A.G.
Managing Director of the
Bergwerksgesellschaft
Hibernia A.G.

..AFFIDAVIT.

I, Oberbergrat Walter B. ELZ, retired, residing at: Herne
i.V. Shamrockring 26, have been duly warned that I make
myself liable to punishment if I make a false affidavit.
I declare under oath that my statement is true and is
made in order to be submitted as evidence to the Military
Tribunal in Nuerberg (Germany).

Since 1924 I have been a member of the Bergwerksgesell-
schaft Hibernia Aktiengesellschaft; (Hibernia Mining
Company) until 1945 I was in charge of
coal sales, as well as the syndicate matters
and until 1934 also had a hand in all planning relating
to the technical aspects of surface and sub-surface
mining. After the collapse in the spring of 1945, I took
over the management of the Bergwerksgesellschaft Hibernia
A.G. and in the summer of 1945 I was confirmed as managing
director and senior member of the Vorstand by the North
German Coal Control.

Concerning the origin of the hydrogenation plants, I
state the following:

The plans of the Hibernia to participate in some manner
in the production of liquid fuels from hard coal, go
back to the middle of the nineteen-twenties. At that time
there was a business slump of ever increasing intensity,
which was a result of the over-supply of coal after
overcoming the coals shortage which arose from the World
War and the fight in the Ruhr. For the Hibernia it was
at first a matter of finding a possibility of using the
gas-coal which was at the disposal of its plants in not
inconsiderable quantities.

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Moreover, the increasing production of low-grade fuels categorically demanded a profitable utilization.

In the method of hard-coal hydrogenation there seemed to be a solution for this problem, since the highly unstable coal was used as raw material for the hydrogenation process and the low-grade fuels for generating the steam and electric power necessary in the highest degree for the hydrogenation. As a result of this, as may be seen from our documentary material, in 1925 the first experiments in the liquefaction of coal were undertaken with Hibernia coal according to the Bergius process. At first the plan was to set up a pilot plant (large-scale experimental plant) for the liquefaction of coal, together with the Company for the Utilization of Tar (Gesellschaft fuer Teeverwertung) and the Ruetgers-Werken. This plan, as well as others, was at first not carried out, since the liquefaction of coal, which had already been brought to the point of yielding satisfactory results on the basis of the use of soft-coal, did not seem ready yet for large-scale experimentation with hard-coal. In particular, the fact that the quantity of fuels with a low boiling point was small at that time was a significant handicap.

Concern about overcoming the business slump, however, did not cease in the following years for the management of the Hibernia. After the Bergius process had been perfected by the I.G. Farbenindustrie and after the hard-coal basis had been made possible for large-scale production, the plans for setting up a hydrogenation plant once more assumed tangible form at the beginning of the nineteen-thirties. The current generators of the Hibernia, in the boiler houses of which low-grade fuels were burned for the most part, were considerably enlarged in view of the anticipated large requirements of energy and steam. Several washin's were provided with special arrangements for the preparation of the hydrogenized coal. At the beginning of 1934, the planning had progressed so far that the amount of gas, steam and electric power required for the hydrogenation plant was well-established. The first

(page 3 of original)

commissions for the construction of the plant in Scholven with a capacity at the first stage of production of 25,000 tons of automobile gasoline per year were distributed at the beginning of 1935, and the proprietor of the plant, the Hydrierwerk Scholven (Hydrogenation Plant) Aktiengesellschaft, was founded in 1935. The founding, as well as the starting of production in the middle of 1936 took place before the first Four Year Plan was decreed; the further development and the setting-up of subsidiary plants took place, then, within the scope of the first Four Year Plan.

The raw materials used by the Hibernia in 1938 amounted to:

237,000 tons of coal,
315,000,000 cubic meters of coke gas
115,000 tons of coke.

approx. 35-40,000 kilowatt hours of current.

From this development, it may be seen the founding of the Hydrierwerk Scholven AG, and the putting of the plant in Scholven into production were neither a special result, of National-Socialist industrial policy nor a conscious preparation for war. For the management of the Hibernia, it was merely a matter of meeting the business slump by a profitable utilization of low-grade fuels and inferior coal.

(signed) BAELZ

No. 16 of the Document Register for 1948.

The above signature of the managing director of
the Bergwerksgesellschaft Hibernia Aktienge-

Document Book IV BUEBETISCH
Document No. 55

(page 4 of original)

sellschaft in Herne, Oberbergstr., retired, Walter
BÄBLZ in Herne, Schaerckring 26, is herewith
certified.

Herne, 26 January 1948.

(signed) Hermann HOEHLNER
Acting Notary.

(stamp, illegible)

Calculation of costs.

Value: 50,000.00 Reichsmark

Fee paragraphs 26, 39, 144 RKO	RM	25.00
Additional fee Para 52 RKO.	RM	25.00
Turnover Tax	RM	1.50
Total	RM	51.50

(signed) HOEHLNER
Acting notary.

This is a verbatim copy
of Document Bue 55

Nuernberg, 6 February 1948.

(signed) Dr. Hans FLÄCHSNER

(DR. HANS FLÄCHSNER)

Rorup near Duermen in Westfalia, 30 October 1947

A F F I D A V I T

I, Friedrich Wilhelm Schulze, Buxloh Bergassessor retired residing at Rorup near Duermen, Westfalia know that I render myself liable to punishment if I make a false affidavit.

I declare under oath, that my following statement was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice in Nuernberg.

Already many years before World War II the Ruhr-mining industry was at work upon the problem of producing gasoline from hard coal. Its aim was to achieve the best possible utilization of its coal after the Kaiser-Wilhelms-Institut fuer Kohlenforschung (research on the utilization of coal) in many years of research work had succeeded in developing the "synthetical production of gasoline by means of the Fischer-Tropsch process"; this process was successfully tried in a test plant of the Ruhrchemie A.G. in Oberhausen -Holtent a joint plant of the Ruhrcoal mines. Already several years before World War II several coal mining companies then planned to set up their own gasoline production plants based on the Fischer-Tropsch process.

The Welsenkirchen Bergwerks A.G. in Essen also intended to erect 1-2 such plants. But later on it was found out that for the production of a large amount of gasoline corresponding to the size of the Welsenkirchen Bergwerks A. . the erection of a plant based on the high pressure hydrogenation process of the IG-Farbenindustrie was more expedient from a technical and economical point of view than the erection of a plant based on the Fischer-Tropsch process. The gasoline produced according to the IG-process is also

more suitable for use in motors than the gasoline produced according to the Fischer-Tropsch process. A further consideration was that the Gelsenkirchen Bergwerk A.G. processes coal which is more suitable for the IG process and which is not or not available in a sufficient amount to those coal mining companies which have chosen the Fischer-Tropsch process.

Because of these considerations the gasoline plant erected in Gelsenkirchen-Horst by the Gelsenberg-Benzin A.G. an affiliate company of the Gelsenkirchen Bergwerks A.G, was not built according to the Fischer-Tropsch process but based on the IG-process. The IG Farbenindustrie neither influenced nor systematically brought about this decision of the Gelsenkirchen Bergwerks AG. and/or the Gelsenberg Benzin A.G. On the contrary as mentioned above, technical and economical reasons were decisive for choosing the IG process for the gasoline plant in Gelsenkirchen-Horst.

I confirm this as a former member of the Vorstand of the Gelsenkirchen Bergwerk A.G., as former chairman of the Vorstand of the Gelsenberg-Benzin A.G. and as the present chairman of the Aufsichtsrat of the Gelsenberg-Benzin A.G.

signed F.W.Schulze Buxloh

Document Register No.276/1947

I hereby certify the above signature of the Bergassessor retired.

Friedrich Wilhelm Schulze Buxloh
resident at Rorup near Duelsen.

Essen, 4 November 1947
signed: Ewald Leveloh
Notary

stamp: Ewald Leveloh
Notary in Essen.

....This is a verbatim
and true copy of Document BUE 19

Muernberg, 2 February 1948

signed : Dr. Hans FLAECHSNER
(DR.H/NS FLAECHSNER)

A F F I D A V I T .

I, Dr. Carl Mueller von Blumencron, residing at Eichholz, county Bonn, postoffice address Wesseling, district Cologne, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and is made in order to be submitted as evidence to the Military Tribunal in Nuernberg, Germany.

Since January 1937 I have been senior member of the Vorstand of the Union Rheinische Braunkohlen Kraftstoff A.G. in Wesseling. Concerning the Union Kraftstoff A.G. I state the following:

The Union Kraftstoff A.G. was an out and out consolidation founded by the Rheinische Braunkohlenwerke. The IG Farben neither participated in its founding nor invested capital in it later on. The IG Farben was also not represented in its Aufsichtsrat. Both before and after its founding the IG Farben refused to let their mine Wachtberg which is located in the Rheinish soft coal mining area cooperate in the Union Kraftstoff A.G. The production was only based on the IG high pressure hydrogenation process and the IG Farben received royalties for the use of its patents.

Wesseling 7 January 1948

signed: Mueller von Blumencron
Dr. Mueller von Blumencron

The signature is certified .
Wesseling, 8 January 1948

stamp: Amt Wesseling
Landkreis Cologne

The Amtsdirector
by order

signed: signature

This is a verbatim and true
copy of Document Bue 5 .

Nuernberg, 2 February 1948
signed: Dr. Hans Flaechsner
(Dr. HANS FLAECHSNER)

A F F I D A V I T

I, Dr. Kurt W i s s e l , residing at Monheim/Rhineland-Kapellenstrasse 50 have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and is made in order to be submitted as evidence to Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

I was a member of the Vorstand of the Hydrierwerke Poelitz A.G. The Hydrierwerke Poelitz had been intended to produce gasoline for automobiles and oil for Diesel engines. This is to be seen from the letter of 26 July 1937 of the Office for German Raw and Synthetic Materials. According to an agreement between the share holders of the company its products were exclusively to be used for supplying the sale organizations of the Deutsch-Amerikanische Petroleum Gesellschaft and the Rhenania-Ossag Mineraloelwerke A.G. The cracking residuum of overseas refineries of the Royal Dutch Shell and of the Standard Oil Company (New Jersey) were to be utilized as raw material in the hydrogenation plant at Poelitz where they were brought by tankers.

There are two possibilities of process for the synthetic production of gasoline for automobiles and of Diesel oil: 1. the Fischer synthesis, 2. the IG.process.

In the Fischer synthesis every raw material, as is known, is first transformed into gaseous material ($CO+H_2$). Therefore the oils residues must be transformed into gas, a process which at that time had not yet been technically achieved, so that one had no precedent for a process ready for industrial production. The quality of the gasoline for automobiles produced according to the Fischer process also did not fulfil the necessary anti-knock requirements, so that already because of these reasons the application of the Fischer synthesis could not be taken into consideration.

In comparison the IG process produces almost double the output with the same apparatus by starting^{out} with cracking residues i.e. oils, than it would produce by starting out with coal. The production costs i.e. the operating costs, are therefore considerably lower than, for example, those for the hydrogenation of coal.

For these reasons the application of the IG process was technically outlined and tested and by making use of cracking residues was economically the most expedient process for the plant in Poelitz. The simultaneous processing of coal on a small scale, as intended in the letter of 26 July 1937 of the Office for German Raw and Synthetic Materials, was to be postponed during the erection of the plant and it was to be expected that this demand would be dropped altogether. Thus actual constructions of this part of the plant had not been begun before the outbreak of the war and not till after the beginning of the war was it undertaken under pressure, as the planned import of cracking residues was cut off. But in spite of this it was not possible to complete the coal processing part of the plant in time, so that in the first half of the production year no coal could be processed, but instead tars, oils, and similar materials had to be used as raw materials.

signed: Dr. Kurt Wissel

Monheim, Rhineland 24 January 1948

I, Assessor Werner Bross, assistant defense counsel before Tribunal VI in Case VI, hereby certify and attest the signature of Dr. Kurt Wissel, Monheim, Kapellenstrasse 50 which he has today performed in my presence.

Duesseldorf, 24 January 1948

signed : Werner Bross

This is a verbatim and true copy of
Document Bue 18.

Nuernberg, 2 February 1948

signed: Dr. Hans Flachsner
(Dr. HANS FLACHSNER)

A f f i d a v i t

I, Dr. Ernst FISCHER, residing in Baden near Zuerich, Parkstrasse, having been duly warned that I make myself liable to punishment if I make a false affidavit declare under oath that my statement corresponds to the truth and was made in order to be submitted as evidence before the Military Tribunal, Palace of Justice, Nuernberg, Germany.

I was born in Naumburg/Saale on 4 May 1897, attended the "Realgymnasium" and matriculated there, took part in the war of 1914-1918; afterwards I studied law and national economy and in 1922 I joined the Chemical Factory Griesheim-Electron. My first position there was that of an assistant to the personnel manager, later I moved on to the statistical department and after the foundation of the I.G. Farben, until the middle of the year 1932, I was "Prokurist" in the Main Accounting Department. From 1932 - 1945 I was sales-manager of mineral-oil products of "Sparte" (department) I. I can therefore say the following about the delivery of aviation gasoline:

1. The contracting party representing the Reich was the Reich Air Ministry. The latter was not only responsible for civilians matters, it was also in charge of, among others, the equipment and supply of the "Luftwaffe" (air force).
2. The interest of the I.G. Farben in the production of aviation gasoline was a manifold one.
 - a) higher proceeds
 - b) consideration of a possible future development of trade (development of civilian aviation).
 - c) a higher production of combustibles which did not come under the guarantee agreement and which was therefore profitable to the I.G. Farben.
 - d) fear that aviation gasoline derived from Hydrogenation of hard coal and/or imported gasoline might compete with the I.G. Farben for the market.

Acting as supplier for the "Luftwaffe" the Reich Air Ministry was interested, in any event according to the prevailing market situation, in taking over the entire aviation gasoline production possible from Leuna without, however, wanting to strictly tie itself down. For the sake of such an eventuality the Reich Air Ministry guaranteed a sacrifice subsidy of 3,6 mil. R.M. which was to be used only for the acquisition of less important additional apparatus. The Reich Air Ministry was therefore free to fix the quantity of its orders according to its needs. As, Leuna in the meantime carried on its work according to the aspects of industrial production, alternatives, one can therefore definitely not speak of a stand-by plant.

If Leuna was requested at the beginning of the war to deliver a certain quantity of aviation gasoline, then this is self-explanatory. Here Leuna was no longer allowed to determine its own production, the quantities to be delivered, and the nature of the products were prescribed within the framework of the technically achievable for all hydrogenation plants, synthesis plants and petroleum refineries of Germany, exactly as was the case with production and products in other industries.

signed: Dr. Ernst R. FISCHER

Baden, 22 September 1947

CERTIFICATE

The undersigned notary public of the Canton of Aargau, Dr. Fritz VOSER, in Baden, herewith certifies the above signature to be that of Dr. Ernst R. FISCHER, Baden, given in his presence.

Baden, 25 September 1947

signed: Dr. Fritz VOSER
Notary public.

Stamp: Dr. jur. Fritz VOSER,
Notary in the Aargau

.....This is a verbatim and true copy
of Document Bue. 21.

Nuernberg, 3 February 1948

signed: Dr. Hans Flaechsner
Dr. Hans FLAECHESSNER

A f f i d a v i t

I, Dr. Ludwig ESTER, Leuna, Kreis Merseburg, Haberstrasse 47, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement corresponds to the truth and was made in order to be submitted as evidence before the Military Tribunal No. VI, Palace of Justice, Nuernberg, Germany.

1. I have been working for the I.G.Farben, Ludwigshafen-Oppau plant, as an analytical chemist since 1923, and since 1931 for the Leuna works. From that time on I have been working in the department "Hydrogenation" (synthetic gasoline production). This work often brought me into contact with Dr. Heinrich BUETEFISCH during many discussions and conferences. As far as I know Dr. BUETEFISCH's work in this sphere was always carried out along purely technical, scientific and industrial lines. I never noticed that any interests of another nature, such as, for instance, political ones, were ever taken into consideration.
2. The gasoline which was produced in the hydrogenation plant of the Leuna-works was originally automobile gasoline of a quality inferior to the standard commercial automobile gasoline. It was therefore necessary to improve the quality of this gasoline through the addition of admixtures. Lead-tetraethyl seemed most suitable for this purpose.

This was true to an even higher degree in the production of aviation gasoline by way of hydrogenation. Aviation gasoline which was produced by hydrogenation was only a so-called basic gasoline with an octane rating (Oktananzahl) of 68 to 70 and was therefore in this condition suitable for aeroplanes. To make it suitable for modern airplane motors it had to be mixed with additional substances such as lead-tetra-ethyl, iso-octane or other high test anti-knock substances. Up to the beginning of the war in 1939 all these additional substances were either not produced at all or only produced in insufficient quantity in Germany. Only during the war were such plants for the production of greater quantities of these substances set up.

Leuna, 9 November 1947

Signed: Dr. Ludwig ESTER

This is herewith certified to be the personal signature of Dr. Ludwig ESTER, Leuna, Kreis Herseburg, Haberstrasse 47, given before me, Dr. Heinz REINTGEN, at present in Nuernberg and witnessed and certified by me.

Leuna, 9 November 1947

signed: Dr. Heinz REINTGEN
attorney-at-law

.....this is a verbatim true copy of
document Bue 14

Nuernberg, 2 February 1948

signed: Dr. Hans FLAECHEISNER
(Dr. Hans Flaechsner)

AFFIDAVIT.

I, Dr. Friedrich RINGER, residing at Fischbach near Weidenberg, Kreis Bayreuth, have been duly warned that I shall make myself liable to punishment if I give a false affidavit. I declare under oath that my statement is true and was made to be submitted as evidence before Military Tribunal No. VI in the Palace of Justice, Kuerberg, Germany.

I was born on 13 December 1900 in Neunuenster. From 1926 I was employed as chemist with "I.G. Farbenindustrie A.G." and in practice almost exclusively in the oil field. From 1932/33 on I was mainly commissioned to prepare the agreements of the I.G. Farben in the oil field. In 1939 I was given power of procuration (Arztura). From 1940 on I was chief of the office of the department for mineral oil of the I.G. Farben in Berlin. Within the scope of my activity I also occupied myself in particular with the production of aviation gasoline, inside and outside of Germany.

1.) The technical production of aviation gasoline by the I.G. Farben started approximately in the year 1935 and following a gradual increase it reached a yearly output of roughly 150 000 tons in 1939 no exact figures are known to me. Concerning the total production and the total consumption of aviation gasoline in Germany - if such figures are in any way still available - so that I

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can make no definite statements concerning the - in my estimation modest - share of the I.G. Farben in the supplying of Germany with aviation gasoline.

But such a purely statistical statement would have no actual value either since it would render no correct picture of the supply situation as regards aviation gasoline. In order to judge the aviation gasoline production of the I.G. Farben correctly it is necessary to consider and to appreciate the decisive qualitative requirements in the production of aviation gasoline.

At the outbreak of the war in September 1939 the American petroleum expert Egloff made the following statement in an American magazine:

"The guns of France, Great Britain or Poland will not announce the fall of Germany in this war, but the knocking of its airplane engines." This opinion was justified by the following reasons:

The highly developed airplane engines can be fully exploited only if operated with the right fuel mixture. Approximately since 1935 special aviation gasolines were being used on an increasing scale in the Anglo-American world representing mixtures of a basic type of gasoline with isooctane. Thus, at the beginning of the war, the gasoline used by the American airforce was practically exclusively a mixture of 40-50 % of isooctane and 60-50 % of basic gasoline. This mixture had an octane rating (valuation figure) of 100. Also

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the British aviation gasolines had a similar composition, although, however, the minimum level as to quality was partly somewhat lower, allowing an octane rating of 92-95.

Contrary to this, the aviation gasoline produced and delivered by the I.G. Farben was merely a modification of automobile gasoline, which with a few alterations was drawn from the automobile gasoline production. This product had an octane rating of approximately 68-70 and after addition of lead tetraethyl the octane rating was only 87. Gasolines of this type were at the beginning of the war permitted at least as basic gasolines for mixing with high test, anti knock gasoline components (iso-octane) by the Anglo-American airforce.

Only by means of iso-octane was it then possible to produce the qualities of aviation gasoline required for modern airplane engines. But the production of iso-octane in Germany was at the outbreak of the war only in its infancy. The knowledge of this situation occasioned E. Ioff to make the statement quoted above.

2.) The development in the world outside Germany and the necessity of having iso-octane available as a mixing component for aviation gasoline were quite well-known facts in Germany and to the I.G. Farben from numerous publications and from their own engine experiments, in particular since a modification of the I.G. Farben hydration process was used in foreign countries for the manufacture of the iso-octane of that time. Thus e.g. in 1937 the I.G. Farben had

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taken part in the building of a large iso-octane plant for the Anglo-Iranian Oil Company. Further, in 1937 an iso-octane plant of the "Batafische Petroleum Maatschappij" (Batavian Petroleum Company) (Shell group) had started operations in Pernis (Holland) utilizing the I.G. Farben catalysator.

In Germany proper the I.G. Farben had established their own iso-octane process using a somewhat complicated procedure already in 1936. However, by this process, until the outbreak of the war, only insignificant quantities were manufactured, since the I.G. Farben did not develop this process on any large scale. The I.G. Farben, in particular Dr. BUETEFISCH, saw a technically and economically more reasonable solution of the manufacture of iso-octane in the utilization of hydrogenated exhaust gases. This procedure was subject to continuous improvement through experiments in the period from 1936 to 1939, in which connection it may also be mentioned that the foreign contracting partners of the I.G. Farben were kept fully informed of all experiences and of the specific working procedure (mobile catalysator). Until the outbreak of the war, however, no technical plant utilizing this process was in operation. From this it appears perforce that in 1939 Germany was perhaps the least prepared for a war in the very field of aviation gasoline.

In the following table the production of iso-octane by the I.G. Farben from 1936 to 1939 is indicated. Until 1939 no production by any other concern was found in Germany.

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Year	1936	1937	1938	1939
Production of iso-octane, in tons -		600	3 700	6 100

In distinction to this, the capacity of iso-octane plants in the world outside Germany, according to official publications, already reached a yearly output of approximately 240 000 in 1938.

3. More considerable quantities of iso-octane and alkylate - a product of similar nature - were not manufactured in Germany until during the war. The production of these products in 1943, which probably represents the maximum yearly output, ever reached, amounted to no more than 85 000 tons, whereas the production in the world outside Germany, according to publications, at the end of the war reached a yearly output of at least 2 000 000 tons. In order to complete the picture it may yet be mentioned that for the purpose of bridging this gap in supplies aromatic benzines were produced in Germany during the war on a larger scale, which made it possible to reduce the rate of admixture of iso-octane in aviation gasoline to 20 %.

Beyreuth, 22 December 1947.

(signed) Dr. Friedrich RINGER

Document Register No. 2061/1947.

I hereby certify the foregoing signature of Dr. Friedrich RINGER, chemist, residing at Fischbach, Post Weideberg, (Upper Franconia), born on

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13 December 1900 in Neunuenster/Halstein, who identified himself through presentation of his German identification card with attached photo, issued by the office of the Landrat in Bayreuth on 14 May 1947, identification number B 535 468.

Dr. RIJGER was informed of the importance of an affidavit.

Bayreuth, the twenty-second of December, one thousand nine hundred forty-seven.

(Signed) Dr. GEUELL Notary

(Seal)

(Dr. Theodor GEUELL, Notary).

Document Register No. 2061
Emergency fee 2.-- RM
Turnover tax .06 RM
Reich Cost Tariff, Article 39.

(signed) Dr. GEUELL

The verbal and true copy of the above certified:
Nuernberg, 20 January 1948.

(signed) Dr. Hans FLECHSNER
Attorney-at-law.

Confidential.

Report

on the second oil conference at Ludwigshafen/Rhine
held on 6 March 1935, 15 hours.

Page

I. Oil Business.

Report on the business situation of the Gasolin
3-4

II. Technical Problems.

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As already mentioned, the highest practically achieved octane number for aircraft gasoline is approximately 87. In aviation circles a strong tendency prevails to push this rating up still higher. Higher octane ratings in themselves are possible; this can be proved by the fact that with the iso-octane we already achieved a knocking standard with an octane number of 100. This very iso-octane, the 2,2,4 - trimethylpentan, also makes possible commercial production. We already occupied ourselves some years before with this and related substances. Our first application for a patent was made 6 years ago. However, the time was not yet ripe then for a practical utilization of this research work, first of all the requirements of the motors had to rise accordingly. However, nowadays, a great interest prevails in such substances. Therefore, we resumed this research work approximately a year ago and have advanced it to such a degree that we can now consider its practical realization.

The initial product is isobutyl-alcohol which, as commonly known, is manufactured from watergas, in Leuna. Through splitting off water isobutylene is extracted which then by means of a newly developed catalytic process can very easily be transformed into diisobutylene. Thereby, some triisobutylene is formed which can be split up into diisobutylene and isobutylene which then returns into circulation. The hydrogenation of diisobutylene into iso-octane is very easily accomplished.

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We already use this method in producing several hundred liters per day and achieve alcohol yields of 92-93 %. The alcohols which are formed by this process in addition to the isobutyl alcohol, first of all the hexyl and heptyl alcohol, can be transformed likewise into olefines. They too possess a high knock-rating which makes their use possible for aircraft gasoline. The question at what price these substances could be produced depends on how the methanol, which is formed in an approximate 2½ - 3 fold quantity can be utilized. Even with a relatively profitable utilization of the methanol these products are naturally on a much higher price level than regular gasoline and benzene prices. In view of the great importance of these substances authoritative quarters consider the prices established by us as acceptable. At the moment the actual motor tests are going on. We hope that in the not too distant future a decision regarding the start of production will be made.

The oil industry too turned in recent times to the production of iso-octane. Standard already has a plant under construction and will start production during the coming weeks. Shell seems to be just as far developed.

(page 4 of origin 1)

These concerns use isobutylene as the initial product which is contained in the cracking gases. The polymerization into di- and triisobutylene is accomplished with sulphuric acid of a certain concentration in wash-towers.

It is fortunate that we in Germany possess in the isobutyl-synthesis a method to manufacture from water gas any quantities of this "super aircraft gasoline", as it has been called. In this connection it is interesting to compare it with a different procedure, which also uses water gas as a starting point, namely the Franz FISCHER procedure. In the latter the C-atoms actually form straight chains. The result is that the gasoline possesses an extraordinary low knock-standard similar to the standard compound for knocking tests of normal-heptane with the octane number 0. These gasolines are of such low quality that they cannot even be used as gasoline for automobiles but have to be fortified with an anti-knock substance in order to become usable.

- - - - -

Dr. HOCHSCHWENDER reported about the plans of the Standard for the manufacturing of diisobutylene and iso-octane and remarked that the Standard, in view of the good results of the experiments with these products as an addition to aircraft gasoline decided to establish larger facilities for its production. The quantities of diisobutylene which can be produced from the isobutylene of the cracking gases, amount in the refineries of Bayway, Baton-Rouge and Baytown to

(page 5 of original)

approximately 20 tons per day. It has not been decided yet whether diisobutylene as such, or the iso-octene which is produced by hydrogenation from it, will be used.

.....

* * * * *

I, Dr. Kurt HERTMANN, assistant to the defense counsel, attorney-at-law H. HEINZE, in case VI before the Military Tribunal VI, attest that the above document represents a verbatim copy of the original transcript that is from the pages 1 and 11 to 13 about the 2nd oil sports conference of 6 March 1935.

Nuernberg, 20 January 1948

(signed) Dr. Kurt HERTMANN

(Dr. Kurt HERTMANN)

AFFIDAVIT.

I, Diplom-Ingenieur Bernd MUSCELICH, residing at Kessel, Herreweg 6, have been duly warned that I make myself liable to punishment by making a false affidavit. I declare on oath that my affidavit is true and was made in order to be submitted in evidence at the Military Tribunal at the Palace of Justice, Nuernberg, Germany.

1.) I was employed from the time of the establishment of the Reich Air Ministry on until 1943 as Referent for fuel problems, first in the department for motors and then in the department for mineral oils of the ministry. I last had the rank of a Lt-Colonel in the airforce. From this activity I am well acquainted with developments in the field of high test fuels for aviation in general and especially for purposes of the Luftwaffe.

2.) From about 1930 and 1931 it had been established by American scientists that it is possible to increase considerably the efficiency of fuels with the help of hydrocarbons of a certain composition. One of these hydrocarbons is so-called iso-octane. About 1935/36 this development was utilized in practice in America and the manufacture of iso-octane for the production of high-test aviation gasoline was started there.

(page 2 of original)

These facts were known in the circles of German aviation. Consequently, in 1935 the Reich Air Ministry approached the I.G. Farben Industry, that is Dr. MUELLER-CUNRADI at Ludwigshafen, with the question whether the I.G. Farben would likewise be in a position to deliver this high-test fuel. Thereupon I.G. Farben stated that the iso-octane was produced in America from cracking gases, but that in Germany these cracking gases as raw materials were lacking. However, the I.G. Farben would be in a position to produce iso-octane through the carbon monoxide-hydrogen-synthesis, that is through isobutyl-alcohol. For this method the I.G. Farben possessed a patent. However, the use of this method would make the product extremely expensive.

Thereupon the Reich Air Ministry entered into negotiations with I.G. Farben, that is with Dr. MUELLER-CUNRADI at Ludwigshafen, with the result that small quantities of iso-octane were manufactured on an experimental basis at the Oppau plant. However, I.G. Farben was not keen on constructing a larger plant, because the concern, and especially Dr. BUETEFISCH at Leuna, considered this to be a bad investment. Dr. BUETEFISCH stressed in this as in all such cases the necessity first of all of taking into account the economic considerations in the development of new production methods. His opinion in this particular case was that it

(page 3 of original)

should become possible to extract this product through organic development from the waste gases of the hydrogenation. Of course this method would still presuppose a considerable development phase and would consume considerable time. The Reich Air Ministry then dropped the plans for constructing a large plant for iso-octane and merely demanded in 1937 from I.G. Farben, the erection of a small plant at Leuna in order to make experiments possible (capacity at the beginning 4000 tons per year, later on 6000 tons per year). For the most part actual deliveries lagged behind the deliveries demanded. Moreover, the necessary quantities of iso-octane were always purchased in America, that is via the Rhenania Oessag (Shell) and the Deutsch Amerikanische Petroleum Gesellschaft (Standard).

Due to the fact that the I.G. Farben was not willing to build a large plant for iso-octane, the Luftwaffe and the Lufthansa were in 1939 practically without sufficient quantities of iso-octane and therefore to a large extent occupied a disadvantageous position with regard to fuel, compared to the airforces and aviation companies of foreign countries.

3.) After the start of the war the Luftwaffe had to demand from I.G. Farben at all costs the start of large scale production of iso-octane as soon as possible. It was impossible for the Luftwaffe to wait for the results of the tedious research work to which I.G. Farben, and especially Dr. BUETEFISCH had referred until then.

(page 4 of original)

Therefore, at the beginning of 1940, the construction of a large plant for the production of iso-octane was begun at Heydebreck according to the directives of the Luftwaffe and furthermore the experimental plants at Leuna and Oppen were expanded. Only later on, at a time when the procedure for it was sufficiently developed, I.G. Farben started to manufacture airplane fuels from the waste gases of the hydrogenation. The plants for this method of production were not planned and constructed until during the war.

Kassel, 3 October 1947

(signed) Hans Bernd MUECKLICH

Bernd MUECKLICH

The above signature of Diplom Ingenieur Hans Bernd MUECKLICH, personally known to me residing at Kassel-Weilheim, Werraeweg 6 is herewith notarial certified.

Kassel, 17 November 1947

(signed) Dr. Bruno MUELLER, Notary

Document register No. 446/1947

Costs: value: RM 3.000.00

Fee, article 39 RKO RM 4.00

Turnover Tax 0.12

RM 4.12 (signed) Dr. MUELLER

Notary

(Seal)

* * * * *

The verbatim and true copy of the above document is herewith attested by me.

Nuernberg, 20 January 1948. (signed) Dr. Hans FLECHNER
attorney-at-law.

CERTIFICATE OF TRANSLATION

4 March 1948

We, Leslie H. Lawton, Robert E. Clark, Ludwig Heymann, Elizabeth A. Johnson, Thyra Thyssen, Wera Solander, and William Zirkl, hereby certify that we are duly appointed translators for the German and English languages and that the above is a true and correct translation of the DOCUMENT BOOK IV, BUETEFISCH.

Leslie H. Lawton
B-397990

Robert E. Clark,
B-397939

Elizabeth A. Johnson
B-397941

Ludwig Heymann
3596

Thyra Thyssen
00638

Wera Solander
20091

William Zirkl
B-397928

Case 6
Defense

TRANSLATION OF SUPPLEMENT 1 AND 2
TO DOCUMENT BOOK 4 BUETEFISCH
OFFICE OF CHIEF OF COUNSEL FOR WAR CRIMES

TRIBUNAL VI

CASE VI

Supplement 1 and 2

to Document Book IV

for

Dr. Heinrich B u e t e f i s c h

Submitted by
the Defense Counsel
Dr. Hans Flaechener
Attorney at Law.



gang

Affidavit.

I, Dr. Johann Giesen, residing Uerdingen, Am Roettgen 32, was duly warned that I make myself liable to punishment by rendering a false affidavit. I declare on oath that my statement is true and was made to be presented in evidence before the Military Tribunal No. VI at the Palace of Justice Nuernberg, Germany.

I was born in Essen on 18 February 1896. Since 1923 I have been employed with the Leuna plants of the I.G. Farbenindustry, at last as department chief of the organic department.

In view of the 25th anniversary of the existence of the Leuna plant that was to take place in 1941, the history of the plant was to have been presented in book form. It was intended to distribute this book among the employees. Considering the large extent of this task it appeared hardly possible to charge one man with the presentation of the technical scientific and economic importance of the plant, therefore it was decided to collect this material as far as technic and science was concerned from one source. For this Herr Dr. Koppe, the Chief of the High-pressure-department of the Leuna plant volunteered. He then, after countless conferences with department heads and specialists, compiled the rough outline for this book in technical and economic respect. The contents of the individual special chapters were examined by the individual specialists. However there was danger that in its mode of presentation the book would not possess coherent form and therefore a writer, Dr. Walter Greiling, was charged with the editing and literary presentation. I personally saw part of this book again, as far as it concerned my department, and returned this part with the observation that it appeared much too poorly presented to me as to be fit for publication. Then I did not hear of the book any more. Occasionally I heard that it had been finished, but for one reason or another it would not be printed and reproduced, it was

SUPPLEMENT 1 AND 2 TO DOCUMENT BOOK 4 BUETEFISCH

intended to wait for the war's end. Judging from Germany's literary output of that time, I should assume that surely on air of National Socialism and glorification of German economy and industry must have hovered over the whole.

Uerdingen, 21st January 1948.

Signed Dr. Johann Giesen
(Dr. Johann Giesen)

The signature of Dr. Johann Giesen, Uerdingen, Am Roettgen 32, executed before me to-day, is herewith certified.

Uerdingen, 21st January 1948.

Signed: Werner Bross

(Werner Bross)

Assistant Dr. Flaechsner's
in the Case VI Tribunal VI

.....This is a true copy of document
Buo 4.

Muernberg, 2nd February 1948.

signed: Dr. Hans Flaechsner
(Dr. Hans Flaechsner)

Affidavit.

I, Dr. Ing. Paul Koppe, Launa, Uferstr. 11, was duly warned that I make myself liable to punishment by rendering a false affidavit. I declare in lieu of oath that my statement is true and was made to be presented in evidence before the Military Tribunal No. VI at the Palace of Justice, Germany.

In May 1941 25 years had passed since ground was broken for the Launa plant. For this occasion the plant management intended to publish of a book on the plant, which was to be beautifully arranged and illustrated with colored pictures for distribution to all the employees of the plant. For the editing the writer Dr. Walter Greiling, then at Berlin, was won and contracted. He started work in the fall of 1940, as far as I know.

When at the end of 1940 or early 1941 he had finished the draft of the first part, the works management was of the opinion that for the chapters dealing with pure details of manufacture no did not possess the necessary knowledge of chemical technic. Therefore Dir. Dr. Chr. Schneider ordered me to lend all my support in this matter to Dr. Greiling. For this purpose I collected documents from all chemical and technical departments of the plant and after bringing them in a form fitted for further use by Dr. Greiling I passed it on to him. Furthermore his succeeding drafts for the anniversary book, especially those for the later periods were thoroughly worked on by me with the specialists of the plant, also repeatedly discussed by them with Dr. Greiling and finally during his visits, which become always rarer and shorter, brought into the present form.

SUPPLEMENT 1 AND 2 TO DOCUMENT BOOK BUSTEFISH

Doc. No. 3

- 2 -

Due to war conditions the anniversary book could not be completed. Of the approximately 25 examples multiplied by rota print a part was sent to relevant personalities of the I.G. for their opinion and possible correction, the present draft is not to be viewed as already printable, but only as a preliminary draft.

Herr Dr. Greiling used and represented the material in many cases with a certain artistic freedom. This is true particularly of the non-technical fields, especially the general economic and political conditions of that time, which Dr. Greiling depicted in the National-Socialist sense and with subjective coloring one might say. The anniversary article therefore is to be considered as a free artistic presentation of the historical development of the Leuna-plant, except for those parts that deal with exactly established technical matters, chemical procedures or operational measures. Especially in such points that are dependent on the political views of the day, it cannot claim complete agreement with reality.

Leuna, 26th August 1947.

Signed: Paul Koppe

The above handwritten signature of Dr. Paul Koppe, Leuna, Uferstrasse 11, recognized by me and executed before me, attorney at Law Friedrich

- 4 -

SUPPLEMENT 1 AND 2 TO DOCUMENT BOOK 4 BUEBIFISCH
Doc. No. 3

- 3 -

Silcher, Berlin-Lohlandorf, Hermannstrasse 2, is, herewith, certified
and attested.

Leuna, 26th August 1947.

Signed: Friedrich Silcher
Attorney at Law.

.....This is a true copy of
Document Bus 3.

Nuernberg, 2nd February 1948.

signed: Dr. Hans Flaechsner
(Dr. Hans Flaechsner)

- 5 -

SUPPLEMENT 1 AND 2 TO DOCUMENT BOOK
4 BUSTEFISCH

CERTIFICATE OF TRANSLATION

12 March 1948.

I, Adolph Lusthaus, AGO No. B 398010, hereby certify that I am a duly appointed translator for the German and English languages and that the above is a true and correct translation of the Supplement 1 and 2 to document book 4 Bustefisch.

Adolph Lusthaus
AGO No. B 398 010

"End"

Case 6
Defense

TRIBUNAL VI

CASE VI

DOCUMENT BOOK V

for

Dr. Heinrich BUETEFISCH

presented by the defense
counsel

Dr. Hans Flaechner

Attorney at Law

Dung



DOCUMENTBOOK V BUETEFISCH

Table of Contents of Document Book Bueteifisch V.

Page	Description of Document	Bue.No.	Exh.
<u>Dr. Bueteifisch's collaboration with GEBEICHEM</u> <u>(Plenipotentiary General for Chemistry)</u>			
1	<u>Affidavit of Dr. Kranepuhl, of 22 January 1948.</u>	Bue. 45	
	Dr. Bueteifisch collaborated in an honorary capacity with GEBEICHEM and was consulted by the same when the occasion arose. GEBEICHEM also had honorary collaborators for other specific fields. These gentlemen did not, however, have access to overall planning which was kept a secret and even the GEBEICHEM experts were acquainted only with parts of it.		
3	<u>Affidavit of Dr. Hermann Zorn, of 26 Sept. 1947.</u>	Bue. 46	
	GEBEICHEM had a great number of honorary associate workers recruited from the entire industry for the various special fields, and not from I.G. only. It was a part-time unpaid activity and involved advising the GEBEICHEM on scientific and technical questions. The honorary collaborators did not work on GEBEICHEM planning, and they had no authority to make decisions. They also had no knowledge of GEBEICHEM's activities except for their special functions.		
6	<u>Affidavit of Dr. Sauer, of 28 October 1947.</u>	Bue. 34	
	The author gave his expert advice to GEBEICHEM on the development of hydrogenation installations, and he states that before the war this development was on peacetime lines only.		
9	<u>Affidavit of Dr. Pott, of 20 January 1948.</u>	Bue. 40	
	The author discusses the Ruhr Industry's meeting on 6 and 7 October 1936, in Berlin, and he states that he and Dr. Heller did not form part of the raw materials staff but that they were merely consulted from time to time in technical matters. I.G. had put the conference hall at the Laenderbank at the disposal of the Ruhr Industry merely as favor but, for itself, it was not interested in the meeting. Dr. Bueteifisch was present as technical advisor at the wish of the Ruhr Industry, not as a representative of the Office or of I.G. This also explains why he was asked to share in the work of the Committees which were to confer on arguments against the exaggerated requirements of official planning.		

DOCUMENT BOOK V BUETEFISCH

Page	Description of Document	Doc.No.	Exh.
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Dr. Pott has known Dr. Bueteffisch as a man who recommended a reasonable, organic development of industry and who was averse to any unreasonable forceful development. It never occurred to the members of Wirtschaftsgruppe (Economic Group) Power Industry that their honorary cooperation served war purposes or worse than that, the purpose of a war of aggression. They worked for the German economy. Furthermore, German mineral oil production, including the Lann' at as it was known at that time, was not able to satisfy the constantly increasing peacetime requirements. The author furthermore states about Dr. Bueteffisch that, as a former freemason, he could not be a Party member or could be so for external reasons only. He never saw him in uniform or wearing decorations.

13 Affidavit of Dr. Henning, of 16 January 1948. Doc.41

As a former assistant to Dr. Bueteffisch the writer remembers that because of his wealth of experience in the field of hydrogation, he was frequently called upon for technical advice by the Raw Materials and Foreign Currency Staff, subsequently Reich Office for Economic Development (Reichsstelle fuer Wirtschaftsausbau) or GEBEHE. This was in an honorary capacity and sporadic and without Dr. Bueteffisch's occupying an office with such agencies. Thus towards the end of 1936 Dr. Krauch assigned him the task of providing Koppler, the Chief Expert for the Four Year Plan, with information on motor fuel planning of the factories which were already negotiating with I.G. for license agreements.

DOCUMENT BOOK V BUETEFISCH

Page	Description of Document	Bue.No.	Exh.No.
	<u>The Activity of Dr. BueteFisch in Wirtschaftsgruppe Motor Fuel Industry.</u>	Bue.278	
15a	<u>Survey of the organization of Industrial Economy</u> from "Schlag nach" (look it up) publishers, bibliographical Institute, Leipzig.		
16	<u>Circular Letter of Wirtschaftsgruppe Motor Fuel Industry of 19 Sept. 1939.</u>	Bue.241	
	Dr. BueteFisch is temporarily given charge of the Wirtschaftsgruppe as deputy to its director who had to accept an assignment with the Reich Economics Ministry.		
18	<u>affidavit of Fr. H. Ziervogel, dated 7 February 1948</u>	Bue.247	
	Covers recognition of the photostatic copy of the circular letter of Wirtschaftsgruppe, dated 19 September 1939.		
20	<u>Affidavit of Fr. H. Ziervogel, dated 15 Jan 1948</u>	Bue.44	
	The deponent was the principal business manager of the Wirtschaftsgruppe and he expresses himself about it as follows: The Wirtschaftsgruppe Motor Fuel Industry was a part of the industrial economic organization; its tasks were laid down by law. It had nothing to do with development planning or questions on labor procurement. Before the war the Wirtschaftsgruppe merely represented the production and sales interests of the members of its group in negotiations with government agencies. Their work did not permit of conjectures with regard to war preparations, all the more so as domestic production of German mineral oil was, until the outbreak of the war, barely sufficient to cover half of the consumption demands and only the absolutely necessary working reserves were maintained. During the war the Wirtschaftsgruppe supervised the production level of the plants and distributed repair quotas and raw materials. It had no authority to command and operated according to instructions from the Reich Economy Ministry. Attached hereto is a diagram showing the relationship between the Wirtschaftsgruppe and the government agencies.		

DOCUMENT BOOK V BUETEFISCH

Page	Description of Document	Buo.No	Exh.
23	<u>Affidavit of Fr. W. Giervogel, dated 23 January 1948</u>	Buo.43	
	<p>Describes the tasks of the Wirtschaftsgruppe as established by law; advice to and control of the members in technical, economic and organizational matters.</p> <p>Dr. BueteFisch headed the Wirtschaftsgruppe as acting director during the war. He shielded the principal business manager and his deputy who were not members of the Party against attacks, and he kept them in their positions.</p>		
27	<u>Affidavit of Dr. Erich Boeder, of 29 Jan. 1948</u>	Buo.33	
	<p>The Wirtschaftsgruppe was not authorized to make binding commitments particularly when planning for extensions or new constructions were involved for which decisions were made by GEBECKER and the Ministries. Labor allocation questions did not come within the scope of the Wirtschaftsgruppe.</p> <p>Dr. BueteFisch discharged his functions in a non-political spirit and only as a technical expert.</p>		
29	<u>Affidavit of Kurt Gavor, of 15 Jan. 1948.</u>	Buo.35	
	<p>From the beginning of the war Dr. BueteFisch was the appointed acting head (kommissarischer Leiter) of the Wirtschaftsgruppe, also chairman of the study group (Arbeitsgemeinschaft) Hydrogenation, Synthesis and Low Temperature Carbonization. The Wirtschaftsgruppe was not authorized to issue instructions to the members, even in wartime. Construction planning and labor allocation questions did not form part of its functions.</p> <p>The study groups were war-time organizations for the mobilization, direction and distribution of production, according to the orders of the Ministries and of the Reich agencies.</p> <p>During the first meeting of the Study Groups the government agencies made statements for the first time on motor fuel production and stockpiling in industry. The stockpiles were really "a laughing stock". The non-active members of the Wirtschaftsgruppe were nearly all opponents of the Nazi system particularly the principal business manager. Dr. BueteFisch worked with him very well.</p>		
32	<u>Affidavit of Dr. Paul Klockmann, of 6 Nov. 1947.</u>	Buo.234	
	<p>During the war the writer was connected with the Study Group for Hydrogenation, Low Temperature Carbonization and Synthesis for the Wirtschaftsgruppe Motor Fuel Industry, toward the end as its business manager. The task of the Study Group was to supply information and advice to government offices on the production of the mineral oil works. The writer has known Dr. BueteFisch only as an expert completely unconnected with politics.</p>		

DOCUMENT BOOK V BUETEFISCH

Page	Description of Document	Buo.No.	Exh.
34	<u>Affidavit of Walter Rosenrantz of 12 Feb. 1948.</u>	Buo.223	
	<p>For the mineral oil industry there were two organs for the protection of their private interests. The Reich Agency for Mineral Oils was one Office; it was subordinate to the Economics Ministry and had authority to issue orders to the plants and it regulated industry and controlled the imports. The Wirtschaftsgruppe was an organ of industrial economy and represented its industries in dealings with the ministries by which they were not controlled. With the introduction of the Four Year Plan the Reichsentwurf Wirtschaftsausbau (Reich Office for Economic Development) was placed between the Ministry and the Wirtschaftsgruppe. It worked out the planning and carried it out either in accordance with demands made by the Ministries or as called for by direct negotiations between the branches of the Armed Forces and GEBREGEM.</p>		
36	<u>Affidavit of Walter Rosenrantz, of 12 Feb. 1948.</u>	Buo.225	
	<p>As the head of the Wirtschaftsgruppe Motor Fuel Industry during the war Dr. BueteFisch had to submit every month to the Mineral Oil Department of the Reich Economics Ministry, proposals on how to cover the requirements of which he had been informed. The decision was made by the Ministry. Dr. BueteFisch gave proof of profound technical knowledge and ability in his technical field, but not of any political leanings.</p>		

DOCUMENT BOOK V, BUEFFISCH

page	description of the document	Bue No. Exhibit
	<u>Hydrogenation agreement with the Japanese Army.</u>	
39	<u>Affidavit Dr. RING R, dated 22 December 1947.</u>	Bue.66
	At the request of the German Government authorities the I.G. was to bring to a close the negotiations which had been pending for years on the granting of a licence for the hydrogenation process. According to the express instructions of the Ministry a special declaration was to be included in the agreement which was the outcome of the government's discussions with the Japanese. Dr. BUEFFISCH succeeded in excluding this purely political declaration at least from the actual agreement and to incorporate it in a special memorandum to the agreement.	
43	<u>Affidavit Dr. Wolfgang JAECKEL, dated 11 January 1947.</u>	Bue.67
	The first discussions about the granting of licenses for the hydrogenation process took place before the war, the IHPC (International Hydrogenation Patent Company) taking part in it. During the war the I.G. tried to evade the conclusion of the agreement ordered by the authorities so that the agreement was signed as late as the beginning of 1945. For this the I.G. received detailed instructions from government authorities as to the scope and the wording of the contract, and among other matters a complete preamble which could only be excluded from the agreement and attached in the form of a special memorandum after a lot of additional effort.	
46	<u>Affidavit Dr. William HAHN, dated 7 November 1947.</u>	Bue.68
	The I.G. treated the negotiations for the Japanese agreement in a dilatory manner, amongst other things because it did not want to infringe on the interests of the "Standard". Finally the agreement was concluded under official duress. The I.G. had no influence on the wording of the preamble.	

DOCUMENT BOOK V, BUNTEFISCH

<u>Page</u>	<u>Description of the Document</u>	<u>Buo.No.Exh.</u>
	<u>Delivery of I.G. processes and experiences in the field of nitrogen.</u>	
49	<u>Affidavit Dr. Guenther KUNZE of 4 January 1948</u>	Buo.105
	Speaking of his own work the deponent testifies that before and after 1933 the I.G. granted licenses to every party seriously interested in the field of Sparte I; the terms were arranged on business principles. Thus in the field of nitrogen the I.G. granted licenses to 6 German and to 38 foreign firms and received 6 licenses from foreign firms, as per attached list.	
56	<u>Affidavit Friedrich UHDE dated 19 September 1947.</u>	Buo.48
	In September 1937 Dr. BUNTEFISCH willingly permitted Messrs. UHDE to use for the erection of a nitrogen plant in England, all I.G.'s experiences, construction methods and improvements. He also agreed that Messrs. UHDE should utilize the latest I.G. experiences and construction methods for orders received from its England representative, and what is more, also for the production of concentrated nitric acid for explosives.	
58	<u>Agreement between I.G. and Hercules Powder Company, dated 28 March and 28 June 1940.</u>	Buo.36
	I.G. grants Hercules Powder and its subsidiaries a license - not limited in regard to quantity - for its US patents for the production of hydrogen and carbonic oxide from gaseous carbonhydrate (methane-steam process) for the purpose of producing ammonia and hydration resin. I.G. will supply HP with a flow sheet and the description of such a plant as well as instructions for operating it.	
68	<u>Teletype from Office Sparte I, dated 18 December 1939.</u>	Buo.37
	I.G. is prepared to grant a license to Commonwealth Edison Co. for a cracking plant on similar conditions as for Hercules Powder; more extensive technical assistance is offered, depends however on conditions of overseas postal connections.	

DOCUMENT BOOK V BUETEFISCH

Page	Description of Document	Bue No. Exh.
69	<p><u>Letter from Chemvco. to I.G., dated 14 February 1941</u></p> <p>From this it is apparent that I.G. was prepared in Summer 1940 to conclude a license-agreement for its "methane steam" process with the Atlas Powder Company too.</p>	Bue.38
72	<p><u>Letter from I.G. to Reich Ministry of Economy, dated 22 May 1940</u></p> <p>The I.G. asks for the permission to grant to U.S.A. licenses for its calcium nitrate-process. It is prepared to make available its experience, and for this purpose, had already deposited a description of the processing in U.S....</p>	Bue.39
75	<p><u>Affidavit of Peter KRONMUELLER, dated 29 January 1948</u></p> <p>Certifying the correctness of Bue No. 36, 37,38 and 39.</p>	Bue.98

I, Dr. Erich Kranepuhl, resident of Balingen, after having been duly warned that a false affidavit on my part will render me liable to punishment hereby declare under oath that my statement is in conformity with the truth and was made in order to be presented as evidence to the Military Tribunal at Nurnberg, Germany.

I was consulted to the mineral oil department of the Gebechem (Plenipotentiary General for Chemistry). Dr. Buetefisch was an honorary employee of the Gebechem, he was never one of the permanent and regular employees of the Gebechem or of the Reich Office for Economic Development. His honorary work consisted in that the Gebechem or the experts of the Gebechem would request him from time to time, to give his technical advice on newly projected hydrogenation plant or other questions concerning mineral oils. The same applies to the other honorary consultants who were available to the Gebechem for specialised work. (Dr. Pier for hydrogenation especially of hard coal, Prof. Martin for the Fischer process, Dr. Koller for mineral oil processing, Dr. Schlicht for oil-drilling, Dr. Vorbreit and Dr. Mueller for low-temperature processes etc.).

The complete plans of the Gebechem were not available to these gentlemen, since they were secret and were communicated to the experts of the Gebechem only in parts as far as they concerned them specially.

Balingen, the

signed: Dr. Erich Kranepuhl

The above signature of

Dr. Erich Kranepuhl, born 20 November 1889
chemist in Balingen, Ebertstrasse

- 2 -

- identified by the Kennkarte of the Landratsoffice of
Balingen dated 5 November 1947 No. A 20 441 - heroby certi-
fied.

Balingen, 23 January 1948

Town clerk:

signed: signature

Stemp: Stadt Balingen
Wuertt.

Fee: 2,--RM

Article 39 RKO

List No.

The above is a literal copy of
document Duo 45

Nuremberg, 6 February 1948.

signed: Dr. Hans Flechsner

(DR. HANS FLECHSNER)

A F F I D A V I T .

I, Dr. Hermann Z o r n, resident of Rosenthal district Frankenberg, No. 229, after having been duly warned that a false affidavit on my part will render me liable to punishment hereby declare under oath that my statement is in conformity with the truth and was made in order to be presented as evidence to the Military Tribunal at Nuremberg, Germany.

1. I was born on 24 January 1896 in Hamburg. After studying chemistry I became assistant at the technical college in Dresden and in May 1928 joined the Oppau plant of the I.G. Farbenindustrie. Here I was head of a team at the research institute there. From September 1933 up to June 1945 I was head of a research laboratory at the Leuna works.
2. Since the middle of 1941 I was an honorary employee of the Plenipotentiary General for Special Problems of Chemical Production (Gobochem), with particular regard to the field of natural and synthetic lubricants.

The Gobochem had a very large number of similar honorary consultants for the various special fields, as for instance

- for Fischer-Tropsch-Synthesis,
- " Steel production
- " Mineral oil processing
- " High-pressure hydrogenation
- " Phenol-production
- " Synthetic resins
- " Cellulose,
- " Varnishes and Paints,
- " Fertilisers
- " Agricultural Questions
- " Pharmaceutics etc.

As honorary consultants of the Gobochem specialists from the whole of the industry were selected, usually from those firms and works specialising in the respective branches.

- 2 -

Hence, the honorary consultants included numerous specialists from the I.G. Farbenindustrie, in conformity with the manifold working fields of I.G. In addition there were, in the same way, a number of specialists from other industrial firms/honorary consultants for their special branches, as for instance:

Professor Martin	Ruhr Chemistry
Professor Fritz Lueller	Krupp
Dr. Hans Weller	Horag/Dourag
Director Dr. Winkler	Kontinental Col A.G.
Dr. Oetgen	Lurgi-Gesellschaft for Heat Technology
Director Gollhofer	Brown, Boveri & Co.
Director Dr. Bertsch	Henschel & Co.

In all cases it was a question of unpaid extra work which these gentlemen did in addition to their continued main work in the works.

The duty of the honorary consultant consisted of advising the department of the Gobechem that happened to be competent for their particular specialty. The advice concerned the scientific and technical points arising there. The honorary consultants of the Gobechem had nothing to do with the planning work of the Gobechem. They had in no way the right to make decisions.

The individual honorary consultant only attended to his specific field of work, in which he was well versed, anyway, by reason of his main profession. Beyond that he could not look into the activities of the Gobechem. Especially he did not know the complete planning of the Gobechem.

Nuremberg, 26 September 1947

signed: Dr. Hermann Z o r n

(Dr. Hermann Z O R N)

- 4 -

I hereby certify, the signature on the reverse side of
this document, appended by Herr Dr. Hermann Z o r n,
residing in Rosenthal, Kreis Frankenberg, known to me
personally.

Nuremberg, 26 September 1947.

signed: Dr. Hans Flaechsner

(Dr. Hans FLAECHESSNER)

This is a true and
correct copy of
Document Bue. 46.

Nuremberg, 6 February 1948.

signed: Dr. Hans Flaechsner

(Dr. Hans FLAECHESSNER)

Dr. Ing. Hans SAUER

Kronberg-Taunus,
13 October 1947
Schillerstrasse 6

AFFIDAVIT

I, Dr. Ing. Hans SAUER, residing in Kronberg-Taunus, Schillerstrasse, 6 have been duly warned that I render myself liable to punishment if I make a false statement in an affidavit. I declare, on oath, that my statements are true and were made, in order to be presented as evidence to the Military Tribunal in the Palace of Justice Nuernberg.

- 1.) From 1929 till 1945 I was technical manager of the Ammonia plant Merseburg GmbH and director of the I.G. Farben Industry. I have advised Prof. Dr. Carl Krauch in an honorary capacity on the technical control and the construction of hydrogenation plants.
- 2.) In the construction of hydrogenation plants by the Reich Ministry for Economic Development prior to the outbreak of war, peacetime conditions alone were considered. Lowest possible cost of the plant, concentrated method of construction with short pipelines and simplest possible method of operation were stressed as the basis for the competitive ability of the process, and placed in the foreground. Prof. Krauch desired most particularly that, according to American examples, more and more apparatus and machinery should be designed in such a way, that they could be constructed without any building, in the open. Absolutely necessary transferable structures were to be covered, like airplane hangers, as lightly as possible, if even only with wood. The specific iron requirements

- 2 -

for a new plant were, so to speak made the trademark for progressive planning and Prof. Krauch, in the above spirit, specially encouraged new types of constructions by conferring his special recognition.

- 3.) In no way, of course, did this correspond with the technical conditions laid down for air raid precautions and Prof. Krauch never asked my advice on that subject or even on the possibility of building installations below ground. Not until after the outbreak of war was it impossible for Prof. Krauch to get around demands made by the air ministry and this resulted, for instance, in difficult constructional changes which were against all previous principles, of the Hydebrock and Blechhammer plants which were under construction. Buildings that belonged together had to be taken apart, greater intermediate spaces had to be made, light, cheap structures had to be replaced by heavy concrete constructions and air-raid shelters had to be built in. A relocation of the two large plants away from the treacherous river and railway junction was no longer possible
- 4.) Herr Professor Krauch watched with the greatest enthusiasm the development of the competitive ability of the hydrogenation process which was advanced by him from the most difficult initial stages and, in addition, energetically furthered the close cooperation with Standard Oil. I was never under the impression that Prof. Krauch thought of a war in constructing the hydrogenation installations, since otherwise also those installations that were put into operation would have to have been of quite a different size.

Kronberg, 28 October 1947 (Signed): Hans SAUER

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DOCUMENT BOOK V BUETEFISCH No. 34
KRAUCH No. 16r.....
Exh. No.....

- 3 -

It is herewith certified that Herr Dr. Hans
SAUER, resident of Kronberg personally appended
above signature.

Kronberg, 28 October 1947

The Buergermeister as local police
officer

pp. (signed):

(Signature):

adm. employee

stamp

(stamp): Stadt Kronberg

- 8 -

Lr. Ing. Alfred Pott

(22a) Essen, 20 January 1948
Olbrichtstrasse 9

A f f i d a v i t .

I, Lr. Alfred P o t t , resident of Essen, Olbrichtstrasse 9, after having been duly warned that a false affidavit on my part will render me liable to punishment hereby declare under oath that my statement is in conformity with the truth and was made in order to be presented as evidence to the Military Tribunal at Auerberg, Germany.

Until 30 June I was Plenipotentiary General of the Stinnes pits in Essen and as from 1 July 1938 until my departure for Upper Silesia in January 1945 property administrator of Lr. jur. Nikolaus Graf von Ballestrom in Gleiwitz/Upper Silesia.

I know Lr. Buetefisch since 1931 from the meetings of the nitrogen syndicate and from my collaboration with him on the technical committee of the syndicate. In addition to that Lr. Buetefisch worked together with me in the economic group fuel industry. In the industrial and professional world he was looked upon as one of the leading technical experts in the fields of nitrogen and hydrogenation.

During the proceedings against Lr. Buetefisch among other things Hoil conversation at the Landersbank of 6 to 7 October 1936 was mentioned. Regarding this I say the following:

It is true that the meeting took place at that time. But it is incorrect that either I or Lr. Hoil were members of the raw material staff. It is only correct that the gentlemen who were from time to time consulted regarding technical information and discussions by the Raw Material Office, the subsequent Reich Office for Economic Development, had, unofficially, the name of "honorary consultants".

- 2 -

Amongst those gentlemen named in the list of participants of the above mentioned meeting, ^{were} among others also ^{the} Herren Professor Martin, Lr. Buetefisch and Lr. Mueller.

The convention had been convened by plants of the Ruhr industry, in order to define their attitude to the mineral oil development program, that had been proposed to the Ruhr by the Office for Economic Development. If this meeting took place in the rooms of the Laenderbank, I should like to point out that it had no connection with any interests of the I.G. Farbenindustrie; it was merely courtesy on the part of the I.G. towards the Ruhr Industry, as was also otherwise often the case. On the other hand the representatives of the Ruhr Industry had invited Lr. Buetefisch to those meetings as a guest, in order to avail themselves of his technical advice.

In the course of this convention I discussed with the interested parties of the Ruhr the figures given by the Office for Economic Development, in order to report our attitude to this office. Further planning figures were given to Lr. Buetefisch in the evening of the first day of the meeting by Lr. Krauch and he passed them on to us the next day.

I should like to stress especially that Lr. Buetefisch was present at these meetings purely as advising technologist and neither as representative of the ministry ^{nor} as representative of the interests of I.G.. That, rather, he was willing to represent the private economic interests of the industry together with us, is shown by the fact that we requested Lr. Buetefisch to sit on the committees which we formed for the purpose of counteracting with factual arguments the sometimes exaggerated demands both as regards time and capacity laid down by official planning.

The further course of the convention shows clearly that it concerned a private

- 3 -

discussion of those interested within the framework of their economy group; the individual firms reserved to themselves the right to decisions.

If during a meeting the words "in case of mobilization" were mentioned, I must point out that this statement was quite usual with all productions for the entire industry. It was merely to show what would happen with the production concerned in the actual event.

I was able to observe Dr. BueteFisch's professional activities during the many years from 1931 to 1945 through close cooperation. He is a typical representative of those men who always stood for logical and organic development of the industry in the fields of which they were technically in charge. As far as he had the power, he opposed all rashness or unreasonably enforced expansions. I can say this with inner conviction because Dr. BueteFisch and I were always of the same opinion regarding this.

Further I can testify from ^{my} experience and knowledge that none of the members of the economic group fuel industry in their honorary capacity ever thought that this work was supposed to be for war, leave alone an aggressive war. They all worked as representatives of industry for the German economy. The production of synthetic mineral oils, including the plans known to us, was, by the way, not nearly in a position to cover the German total peace needs which were continually rising. On the contrary, in an ever increasing measure mineral oil products had to be imported.

Concerning the personal attitude of Dr. BueteFisch towards national socialism I have to state that, as far as I know, he was a freemason and consequently could not be a member of the party. Already, for this reason alone, his whole ideology was opposed to that of national socialism.

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Whether later for some reason or other, he joined or had to join the party or any organization is/^{not}known to me. At any rate I have never seen Lr. Bustefisch with the party badge or in any national socialist uniform. Lr. Bustefisch is a very quiet and clever man, who has always worked seriously and probably never found time to worry about partypolitical things.

signed: Alfred Pott

No. 11 of the document register for 1948.

I hereby certify the above signature of Herr Dr. e. h. Ing. Alfred Pott, residing in Essen, Olbrichstrasse 9. Essen, 21 January 1948.

signed: Attorney Kaminski
Notary.

Stamp: Attorney Robert Kaminski.
Notary of Essen.

Costs:

Value 1.000.-- RM

Tax - arts. 144, 26, 39, RKO	2.-- RM
Turnover tax	0,06 "
	<u>2,06 RM</u>

signed: Kaminski
Notary

This is a true and correct copy of document No. 40.

Muernberg, 6 February 1948.

signed: Lr. Hans Flaechsner.
(Lr. HANS FLAECHESSNER)

AFFIDAVIT *

I, Dr. Friedrich Henning, born 19 July 1898, residing in Holzminden, Moltkestrasse 3, have been cautioned that^a false affidavit on my part will render me liable to punishment. I declare on oath that my statement corresponds to the truth and is being made to be submitted as evidence to the Military Tribunal in Nuernberg, Germany.

As the constant assistant and chief collaborator of Dr. BueteFisch during the years 1931 until 1941 inclusive, I constantly accompanied him on his inspection tours through the Leuna plant and was present at the technical conferences of the department chiefs, where he acted as chairman. At these conferences only technical and scientific questions were dealt with, production problems were only discussed in as far as they concerned purely economic demands. Since 1934 the demands for all our various products have surpassed our production capacity and the extension of our production followed suit. As far as I recall there was never a word said at these gatherings that Germany might be expected to wage aggressive war. As sensible engineers this thought was completely alien to our minds and I am convinced that the same applied also to Dr. BueteFisch.

The production - or so-called mobilization plans of the works which, according to a ruling by the Reich offices had to be submitted from 1936 or 1937 onwards were in conformity with a general directive concerning the entire industry, as in my opinion

DOCUMENT BOOK V BUETEFISCH No. 41
EXHIBIT No.

- 2 -

was the general practice in Europe at that time, without any conclusions having to be drawn necessarily therefrom that the countries concerned had warlike intentions. These compilations, therefore, were simply made by way of office routine. When war broke out production and extensions were directed by the authorities.

From my work with Dr. Buetefisch I also know that, due to his extensive experience in the hydrogenation field, he was frequently called to the Raw Material and Foreign Currency Staff (Rohstoff- und Devisenstab), later the Reich Office for Economic Development or Plenipotentiary General for Special Problems of Chemical Production (Gebechem) to advise on technical matters. This was done sporadically and on an entirely honorary basis. I know that Dr. Buetefisch did not occupy a room at these offices.

Judging from the entire nature of the relationship between Dr. Buetefisch and these offices it is out of the question, in my opinion, that he belonged to these offices or that there was a regular connection between them.

I remember from Dr. Buetefisch's sporadic activities that probably towards the end of 1936 he received instructions from Prof. Krauch to see the Plenipotentiary General for the Four Year Plan, Keppler, and to take with him some figures which I had helped to compile for this purpose, in order to furnish information regarding the fuel planning of hydrogenation plants in ^{the} course of erection and already negotiating license contracts with the I.G.

Holzminden, 16 January 1948

(signed): Dr. Ing. Friedrich Henning

Document scroll No. 9 for 1948

I hereby certify above signature made before me

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DOCUMENT BOOK V BUETEFISCH No. 41
EXHIBIT No.

- 3 -

by Dr. Ing. Friedrich Henning of Holzminden.

Holzminden, 17 January 1948

(signed): Signature
(I.S.) Deputy for the Notary Public

Bill of costs

Value: RM 3,000.--

Fee Arts. 26, 39, 5/20

RM 4.--

signed: Signature
Deputy for the Notary Public

.....

I certify this to be a literal and true copy
of the above document:

Kuernberg, 24 February 1948

signed: Dr. Hans Flaechsner
Attorney-at-Law

- 15 -

LOOK IT UP!

Interesting Facts from All Spheres

A comprehensive reference book

with 1100 surveys and tables, 448 illustrations,
8 colored tables and two multi-colored maps, issued
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Second corrected and amplified edition

BJ

BIBLIOGRAPHISCHES INSTITUT A.G., LEIPZIG

-.v.-.-

Page 335:

Economy

Structure of the Industrial Economy.

The organic structure of the industrial economy
is based on the law for the Preparations for the
Organic Structure of the German Economy (Construction
Law) of 27 February 1934, together with the 5 decrees
for its implementation, of 27 November 1934, 25 September
1935, 26 October 1936, 27 October 1938 and 4 April 1939
and the decree by the Minister of Economy for the
Reich and Prussia concerning the Reform of the Organi-
sation of the Industrial Economy, of 7 July 1936.

THE TECHNICAL STRUCTURE

1. Reich Group Industry,
Berlin W 35, Tirpitzufer 56 - 58

consisting of the Economic Groups

1. Mining: Berlin W 15, Kurfuerstendamm 54/55,
2. Iron Producing Industry: Berlin NW 7, Unter den
Linden 10

DOCUMENT BOOK V BUETEFISCH No. 278
EXHIBIT No.

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3. Metal Industry: Berlin W 35, Matthaeikirchstr. 4
4. Smelting Industry: Berlin W 15, Kurfuerstendamm 54/55
5. Fuel Industry: Berlin NW 7, Dorotheenstr. 35
6. Steel and Iron Construction: Berlin W 35, Potsdamer Str. 58
7. Machine Construction: Berlin W 35 Tiergartenstr. 35
8. Vehicle Industry: Berlin-Charlottenburg 2, Hardenbergstr. 8
9. Aviation Industry: Berlin W 35, Tirpitzufer 90
10. Electrical Industry: Berlin W 35, Corneliusstr. 3
11. Precision Engineering and Optics: Berlin W 35, Rauchstr. 2
12. Material Refining and related branches of the iron industry: Hagen, Westphalia, Koernerstr. 27
13. Iron- Steel- and Sheet-Metal Goods Industry: Berlin W 62, Luetzowufer 24
14. Metal goods and related manufacturing branches: Berlin-Malensee, Kurfuerstendamm 163
15. Stones and Earths: Berlin W 15, Kurfuerstendamm 67
16. Building Industry: Berlin W 35, Luetzowufer 1a
17. Wood Working Industry: Berlin SW 11, Saarlandstr. 101
18. Glass Industry: Berlin W 35, Am Karlsbad 33
19. Ceramic Industry: Berlin W 30, Luitpoldstr. 25
20. Saw Industry: Berlin W 15, Kurfuerstendamm 197/98
21. Chemical Industry: Berlin W 35, Sigismundstr. 6
22. Paper- Cardboard- Cellulose- and Wood Material Production: Berlin-Charlottenburg, 2, Neue Grolmanstr. 5/6
23. Printing: Berlin W 9, Koethener Str. 33
24. Paper Processing: Berlin W 30, Nollendorffplatz 1
25. Leather Industry: Berlin W 35, Matthaeikirchplatz 3
26. Textile Industry: Berlin W 35, Rauchstrasse 20
27. Clothing Industry: Berlin W 62, Kielgenstr. 4
28. Food Industry: Berlin W 15, Fasanenstr. 70
29. Brewery and Malting: Berlin W 15, Kaiserallee 219/220
30. Sugar Industry: Berlin-Charlottenburg 2, Uhlandstr. 6
31. Distilleries: Berlin NW 87, Schleswiger Ufer 2

2. Reich Group Handicraft (see page 338),
Berlin NW 7, Neustaedtische Kirchstr. 4-5

51 Reich guild corporations and 5 independant trade groups

3. Reich Group Commerce
Berlin-Schoeneberg, Salzburger Str. 21
consisting of the Economic Groups

Wholesale- import- and export trade: Berlin W 30, Mackensenstr. 10

Retail trade: Berlin W 35, Grossadmiral-von-Koester-Ufer 37

Commission Agencies: Berlin W 62, Budapeststr. 1

Learned trade: Berlin NW 21, Alt-Moabit 94

Cooperative purchasing: Berlin-Charlottenburg 9, Adolf-Hitlerplatz 2

Page 336:

ECONOMY

- 15 b -

- 3 -

4. Reich Group Banks,
Berlin W 8, Franzoesische Strasse 16
consisting of the Economic Groups

Private banking: Berlin NW 7, Dorotheenstr. 4
Public banks for special tasks: Berlin W 8, Markgrafen-
str. 38
Credit banking institutions incorporated under public law:
Berlin W 8, Mauerstr. 53
Savings banks: Berlin C 2, Post Box 27
Cooperative credit associations: Berlin W 8, Wilhelmstr. 67
Credit institutions of various kinds: Berlin W 8, Teuben-
str. 48/49

5. Reich Group Insurances,
Berlin C 2, Kaiser-Wilhelm-Str. 1-3
consisting of the Economic Groups

Private insurance: Berlin C 2, Kaiser-Wilhelm-Str. 1 - 3
Insurance corporations incorporated under public law: Berlin
SW 11, Saarlandstr. 62

6. Reich Group Power Economy,
Berlin W 50, Rankestr. 1
consisting of the Economic Groups

Electricity supply: Berlin W 52, Einemstr. 1
Gas- and water supply: Berlin W 30, Geisbergstr. 3/6

7. Reich Group Tourist Traffic
Berlin W 62, Luetzowplatz 11
consisting of the Economic Groups

Restaurant- and hotel trade: Berlin W 62, Luetzowplatz 11
and of the
Special group bathing installations: Berlin SW 68, Zimmerstr.
77

(The Reich Group Tourist Traffic is still being established
- middle of 1939 -).

The Economic Groups, furthermore, have been divided
into special groups and special sub-groups as
required.

THE REGIONAL STRUCTURE

23 Chambers of Economics (according to the decree of
14 March 1935)

Chamber of Economics East Prussia, Koenigsberg/Prussia
Chamber of Economics Silesia, Breslau 1
Chamber of Economics Berlin-Brandenburg, Berlin NW 7
Chamber of Economics Pommerania, Stettin
Chamber of Economics Nordmark, Hamburg 11
Chamber of Economics Bremen, Bremen
Chamber of Economics Lower Saxony, Hannover-M.
Chamber of Economics Duesseldorf, Duesseldorf

- 4 -

Chamber of Economics Westphalia and Lippe, Dortmund
Chamber of Economics Cologne, Cologne
Chamber of Economics Hesse, Frankfurt/Main
Chamber of Economics Central Elbe Region (Mittel-elbe),
Magdeburg
Chamber of Economics Thuringia, Weimar
Chamber of Economics Saxony, Dresden-A. 1
Chamber of Economics Bavaria, Munich 2 NW
Chamber of Economics Baden, Karlsruhe
Chamber of Economics Wuerttemberg and Hohenzollern,
Stuttgart II
Chamber of Economics Saar Palatinate, Saarbruecken
Chamber of Economics Vienna, Vienna I
Chamber of Economics Upper Danube, Linz
Chamber of Economics Suedmark, Graz
Chamber of Economics Alpenland, Innsbruck
Chamber of Economics Sudetenland, Reichenberg

The joint peak organization for the trade and regional set-up of the industrial economy is the Reich Chamber of Economics, Berlin NW 7, Neue Wilhelmstr. 9-11; its members are the Reich Groups, the Chambers of Economics, the Chambers of Industry and Commerce and the Chambers of Trade.

STRUCTURE OF THE TRANSPORT INDUSTRY

Under the supervision of the Reich Minister for Transport the transport industry is organized in 6 Reich Traffic Groups

High-sea navigation: Hamburg-Altona, Palmelile 45
Inland navigation: Berlin NW 87, Klopstockstr. 42
Railroads: Berlin W 62, Wichmannstr. 19
Forwarding: Berlin NW 7, Hermann-Goering-Str. 24
Automobile Traffic: Berlin-Charlottenburg 2, Steinplatz 2
Ancillary Traffic Trades: Berlin SW 68, Charlottenstr.
95 II

==.==.==.

I certify this to be a literal and correct copy of the above document.

Muenberg, 27 February 1948

signed: Dr. Hans Flaechsner,
Attorney-at-Law.

- 15 d -

Copy No. / 2
25 October 1939

Wirtschaftsgruppe (Economic Group)
Motor Fuel Industry

Berlin NW 7, Dorotheenstr.35
Telephone 11 71 31
19 September 1939

Journal No.8511/Iib

To all members !

The Reich Economic Minister has commissioned me acting chief of the Mineral Oil Department of the Reich Economic Ministry. In order to ensure that the Wirtschaftsgruppe Motor Fuel Industry may have the unified direction so absolutely necessary at the present time, I have appointed

Director Dr.H.Buetefisch

at present in Berlin, as additional deputy of the chief, and have requested him to take charge of the Wirtschaftsgruppe Motor Fuel Industry for the duration of my assignment in the Reich Economic Ministry.

Heil Hitler

Chief of the
Wirtschaftsgruppe Motor Fuel Industry
(signed) Fischer

A f f i d a v i t

I, Emil Wuerth, residing Frankfurt/M.-Eschersheim, Josephskirchstr.13, c/o Wegner, have been warned that I shall be liable to punishment if I make a false affidavit. I declare on oath that my statements are the truth and that they were made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I was born on 26 January 1892. From 1919 I was an employee, and from 1937 a Handelsbevollmaechtigter

- 2.-

(executive with limited power of attorney), of the I.G.Farbenindustrie AG. and of the Ammoniakwerk Harburg GmbH., Leuna Works, in the calculation department for nitrogen, or the accounts office, Sperte I. I am presently an employee of the Control Office of the I.G.Farbenindustrie AG., Sales Accounts Department for Nitrogen and Oils in Frankfurt a.M. On the basis of my work and the records to which I have access, I prepared the above copy from a copy in the records.

Frankfurt a.M., 26 January 1948

(signed) Emil Wuerth

I hereby certify the above signature, executed in my presence, of Herr Emil Wuerth, who resides at Josephskirchstrasse 13, Frankfurt a/M.-Eschersheim.

Frankfurt a.M., 26 January 1948

(signed) Dr.Kurt Hartmann

Certified literal and true copy of above document:

Nuernberg, 16 February 1948

(signed) Dr.Hans Flaechsner
Attorney-at-Law

A f f i d a v i t

I, Friedrich Wilhelm Z i e r v o g e l , residing at Essen-Bredeney, am Ruhrstein 49, have been warned that I shall be liable to punishment if I make a false affidavit. I hereby declare on oath that my statements are the truth and that they were made in order to be submitted in evidence to the Military Tribunal at the Palace of Justice, Nuernberg, Germany.

I did not belong to the Party and I have a Political Clearance Certificate in accordance with the regulations of Military Government Law No.79. From 1937 until 1945 I was Hauptgeschaeftsfuehrer (Secretary General) of the Wirtschaftsgruppe Motor Fuel Industry; since 1945 I have been a member of the Vorstand of the Ruhrgas A.G. in Essen.

I affirm that the contents of the accompanying photostatic copy of the letter of the Wirtschaftsgruppe Motor Fuel Industry of 19 September 1939 is synonymous with the letter, as I remember it, which referred to the appointment of Dr. BueteFisch as chief of the Wirtschaftsgruppe Motor Fuel Industry for the period that Dr. Fischer, Chief of the Wirtschaftsgruppe Motor Fuel Industry, was absent from his office.

Essen, 7 February 1948

(signed) Friedrich Wilhelm Ziervogel

1 appendix

I hereby certify the above signature of

- 2 -

Dr.Friedrich Wilhelm Ziervogel, Essen.
Essen, 9 February 1948

Document register No.73/48
(signed) Ewal Leweiss
Notary

Copy/Kc

Copy Nu./2
25 October 1939
Economic Group (Wirtschaftsgruppe) Motor Fuel
Industry

Journal No.8511/IIB

Berlin NW 7, Dorotheenstr.35
Telephone 11 71 31
19 September 1939

To all members !

The Reich Economic Minister has commissioned me to act as provisional chief of the Mineral Oil Department of the Reich Economic Ministry. In order to ensure that the Economic Group Motor Fuel Industry may have a uniform direction, so absolutely necessary at the present time, I have appointed

Director Dr.H.BueteFisch

who is presently in Berlin, as additional deputy chief, and have requested him to take charge of the Economic Group Motor Fuel Industry for the duration of my assignment in the Reich Economic Ministry.

Chief of the
Economic Group Motor Fuel Industry
(signed) Fischer

Essen, 7 February 1948
(signed)Friedrich Wilhelm Zier-
vogel

Certified literal and true copy of above document:
Muerenberg, 18 February 1948.

Dr.Hans Flechsner,
Attorney-at-Law.

Affidavit

I, Friedrich Wilhelm ZIERVOGEL, residing at am Ruhrstein 49, Essen-Bredeney, have been warned that I shall be liable to punishment if I make a false affidavit. I hereby declare on oath that my statements are the truth and that they were made in order to be submitted in evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I did not belong to the Party and I have a Political Clearance Certificate in accordance with the regulations of Military Government Law No. 79. From 1937 until 1945 I was Hauptgeschaeftsfuehrer (Secretary General) of the Economic Group (Wirtschaftsgruppe) Motor Fuel Industry; since 1945 I have been a member of the Vorstand of the Ruhrgas A.G. in Essen. The following agencies are submitted as possible references, regarding myself:

Military Government (Public Utilities),
Essen, Frankenstr. 314

or

Military Government (Public Safety),
Essen, Glueckaufhaus.

I have known Dr. Buetefisch since 1934.

Dr. Buetefisch belonged to the Advisory Council (Beirat) of the Wirtschaftsgruppe Motor Fuel Industry since 1936. When the war broke out, Dr. Buetefisch was appointed acting chief of the Wirtschaftsgruppe Motor Fuel Industry because of the temporary assignment of the chief to the Reich Economic Ministry and for the duration of this assignment.

The Wirtschaftsgruppe Motor Fuel Industry was a part of the organization of the industry. The members of the Advisory Council (Beirat) and the chief were appointed by the Reich Group Industry (Reichsgruppe Industrie) according to the legal regulations.

The activities of the Wirtschaftsgruppe were regulated by law. The Wirtschaftsgruppe Motor Fuel Industry had a special position among the other Wirtschaftsgruppen inasmuch as it was not affected by the expansion plans and the problems of labor procurement owing to the expansion of the mineral oil industry in Germany. These plans and problems were regulated by the Economic and Armament Ministries or by the Plenipotentiary General for Special Problems of Chemical Production.

Before the war the Wirtschaftsgruppe had to administer merely the economic interests of its members in the spheres of production and sales. It also had to submit to the Economic Ministry, according to the legal regulations, the production plans, separated according to normal and mobilization production. For this purpose an official of the Wirtschaftsgruppe Motor Fuel Industry was specially pledged to preserve secrecy. None of the activities of the Wirtschaftsgruppe Motor Fuel Industry had ever justified the conclusion that the mineral oil industry of Germany was preparing for war of any kind, to say nothing of an aggressive war. Barely half the total consumption of German mineral oil, including that in 1938 and in 1939 until the outbreak of war, could be supplied from domestic production. The known reserves in motor fuel of the Wirtschaftsgruppe Motor Fuel Industry were merely manipulating reserves that were absolutely necessary for the sales companies in the orderly conduct of their business. On the basis of this over-all situation an ordinary business man or technical man would never have been able to conclude that preparations were being made for war. The members of the Wirtschaftsgruppe Motor Fuel Industry were therefore extremely surprised at the outbreak of war.

During the war the Wirtschaftsgruppe Motor Fuel Industry had the task of exercising surveillance over the particular production levels of the respective enterprises through its separate Arbeitsgemeinschaften

DOCUMENT BOOK V - BUETEFISCH No.44
EXHIBIT No. ..

(work groups). It was responsible for the allocation of the necessary quotas for repairs and for raw materials, such as coal, iron, tar, crude oil and the like. Expansion and planning of new plants, and labor allocation were exclusively the responsibilities of the Plenipotentiary General for Special Problems of Chemistry. During the war a rigid centralization of all the big petroleum enterprises was necessary in the interests of estimating production and of allocating raw materials. The central agency was installed in Berlin with a branch office in Essen. It was directed by Dr. BueteFisch, acting chief of the Wirtschaftsgruppe. Dr. Mueller, of the Krupp Works, was his representative. Herr Brochhaus and Herr Hansen were responsible for the mineral oil refineries and the benzole works respectively.

The Wirtschaftsgruppe Motor Fuel Industry had no authority to give orders: it merely carried on its work subject to the instructions of the Economic and the Armament Ministries.

I have explained the connections with the various governmental agencies and the activities of the Wirtschaftsgruppe Motor Fuel Industry in the accompanying outline. signed by myself.

Essen, 15 January 1948.

(signed) Ziervogel

1 appendix

This is a literal and true copy of
Document Bue 44.

Nuernberg, 6 February 1948.

(signed) Dr. Hans Fleechsner
(Dr. HANS FLAUCHSNER)

A f f i d a v i t .

I, Dr. Friedrich Wilhelm Z i e r v o g e l, residing at Essen-Bredeney, Am Ruhrstein 49, have been duly cautioned that I shall be liable to prosecution if I make a false affidavit. I declare under oath that my testimony is the truth and that it was given to be submitted as evidence to Military Tribunal VI at Nuremberg, Germany.

I was not a member of the party, and I have been issued a Certificate of Political Clearance according to the provisions of Military Government Ordinance No.79. From 1937 to 1945 I was secretary-general of the "Economic group: motor fuel industry" ((Wirtschaftsgruppe Kraftstoffindustrie)). Since 1945 I have been member of the board of directors ((Vorstand)) of Ruhrgas A.G., Essen. For any further information about myself I refer to

Military Government (Public Utilities) ((i.e. British C.C.G.))
Essen, Frankenstrasse 314,

or Military Government (Public Safety) ((i.e. British C.C.G.))
Essen, Glueckaufhaus.

Dr. BUEEFISCH is known to me since 1934.

The sphere of activities of the Economic group Motor Fuel Industry included essentially the following, according to legal regulations:

- a) Technical information and instructions for its members; information on the introduction of new technical processes and in respect of new working materials and technical progress in related industrial fields.
- b) Instruction of its members regarding essential economic questions of their particular branch (market situation of the initial products and most important raw materials for their products).

- c) Advising members with a view to increased economy by improved working methods and plant administration. (Advance of members in plant rationalization, science of calculation).
- d) Advice regarding cartellization problems, with the understanding that the organization of industry is barred from carrying out market control measures until fresh regulations are issued.
- e) Dealing with pertinent problems of taxation policy.
- f) Dealing with problems of transportation charges beyond local boundaries.
- g) Dealing with problems of trade policy and foreign exchange.
- h) Promoting research and training institutes whose work will profit the industrial branch in question.
- i) Dealing with problems of war economy and air-raid protection.
- k) Submitting expert opinions on matters pertaining to their particular branch of industry.
- l) Advice in respect of all other problems of economy and social economy.
- m) Co-operation in the training of the new generation.
- n) Co-operation in exhibitions and fairs.

These points are set forth in decree No. IV 18 631/36 of 7 July 1936 by the Minister of Economic⁵ Affairs of the Reich and Prussia, on the reform of the organization of industry.

As can be seen from the above compilation one item only, namely i), deals with problems of war economy and air-raid protection. And this concerns but general discussion of co-ordination with war economy which was obligatory for all German works, in respect of the mobilization plan.

-3-

Dealing with problems of air-raid protection was likewise a necessity demanded by the state uniformly for all branches of industry.

At the outbreak of war the head of the "economic group Motor Fuel Industry" was called to the Reich Ministry of Economics. For the duration of his service in the Reich Ministry of Economics Dr. Heinrich BUETEFISCH was appointed acting chief ((kommissarischer Leiter)) of the "industrial group".

Dr. Heinrich BUETEFISCH has administered the "economic group" throughout strictly from an objective point of view. He did not make any allowances for party political influences; and at no time did he make use of his party membership, his honorary SS-commission or his belonging to Himmler's circle of friends. Dr. BUETEFISCH wore neither uniform nor insignia. Although I, as well as my deputy, did not belong to the party, Dr. BUETEFISCH worked with us as a good colleague in an exemplary fashion. When an attempt was made from another quarter to oust me from my position because I did not belong to the party, Dr. BUETEFISCH successfully prevented this by his emphatic intervention.

Essen, 23 January 1948.

signed: Dr. Friedrich Wilhelm
Ziervogel

I hereby verify the above signature of Dr. Friedrich Wilhelm Ziervogel, Essen.

Essen, 24 January 1948.

signed: Ewald Loveloh
Notary Public.

Sealed:

p.t.o.

Ewald Loveloh
Notary Public, Essen.

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-4-

Documents register No. 49/1948

3,000.--

Fees as per articles 144, 39 RKO

RM 4.--

Turnover tax

" 12

RM 4,12

signed: Lowelch

This is to certify that above
document is a true copy of
Document Buc. 43.

Nuremberg, 6 February 1948.

signed: Dr. Hans Flaechsnor

(DR. HANS FLAECHEISNER)

A f f i d a v i t .

I, Dr. Brich B o e d e r , residing in Hamburg, in der Bost, have been duly cautioned that I shall be liable to prosecution if I make a false affidavit. I declare on oath that my testimony is the truth and that it was given to be submitted as evidence to Military Tribunal VI at Nuremberg, Germany.

1. Dr. BIETEFISCH is known to me from the time since September 1939 when he was in charge of the "economic - group Motor Fuel Industry" ((Wirtschaftsgruppe Kraftstoffindustrie)) as its acting chief. He was appointed to this post after the head of the "economic group" had taken charge of the section for mineral oils in the Reich Ministry of Economics at the beginning of the war.
2. The "economic group" and its head had to discharge only the functions laid down by legal regulations. To my knowledge they could not issue any binding orders and decisions.
3. More particularly, to my knowledge the "economic group" had no authority to decide on plant extensions, new constructions or other planning measures within the motor fuel industry; it was merely co-opted in ^{an} advisory capacity for this purpose. The decision rested with the competent authorities, especially the Plenipotentiary General for Chemical Production or the Reich Ministries for Economics and Armaments. Consequently the necessary negotiations in this respect were carried on directly with the authorities mentioned.
4. To my knowledge the problem of labor allocation did not fall within the province of the "economic group".
5. I am acquainted with the work of Dr. BIETEFISCH in the "economic - group" from discussions regarding the situation of the various "Sparten" ((divisions)) which were held at certain intervals.

- 2 -

These "Sparten" comprised "sub-section Petroleum Production" ((Fachgruppe Erdölgewinning)), study group for production and processing of petroleum, study group for hydrogenation and synthesis, study group for benzole production, Zentralbüro fuer Mineralöl G.m.b.H. (Central Office for Mineral Oil Limited Liabilities Stock Corporation) and others. There I was able to observe that Dr. BUETEFISCH was principally motivated by technical and economic considerations. As far as I could make out, Dr. BUETEFISCH has discharged his duties free of politics. For me he was, primarily, the technical expert in the sphere of mineral oils.

Hamburg, 29 January 1948.

signed: Dr. B o e d e r

Register No.220 for 1948.

Sworn to and signed before me this 30th day of January 1948 at Hamburg by Generaldirektor Dr. Erich B O E D E R, known to me to be the person making the above affidavit.

Hamburg, 30 January 1948.

signed: Dr. Pinckemelle

Sealed:

Dr. Harald Pinckemelle
Hamburg
Notarial seal.

Value uncertain,
RM 10,000.-- nominal.
Fees as per articles 26, 39, 52 RKO (Court fee regulation)
plus turnover tax: RM 16,48

The Notary Public:

This is to certify that above document is a literal copy of Document Dm 33.

Nuremberg, 5 February 1948.

signed: Dr. Hans Flaechsner

(DR. HANS FLÄCHSNER)

DOCUMENT BOOK V - BUETEFISCH No.35
EXHIBIT No. ..

I, Kurt Haver, residing at Henkenbergetraese 59, Bochum-Stiepel, have been warned that I shall be liable to punishment if I make a false affidavit. I hereby declare on oath that my statements are the truth and that they were made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

- 1.) Dr. Heinrich Buetefisch, whom I have known for 15 years, was appointed acting chief of the Wirtschaftsgruppe (Wigru) Motor Fuel Industry at the beginning of the war as deputy for Dr. E. R. Fischer, who had been assigned to the Reich Ministry of Economics. Furthermore, he was chairman of the Arbeitsgemeinschaft (-working association) Hydrogenation, Synthesis and Low-temperature Distillation (Arsyn).
- 2.) The Wigru was an organization of trade and industry, which the Economic Ministries and the member enterprises used in their transactions with each other. Furthermore, the Wigru looked after the interests of its members in separate fields of raw material supply. The Wigru had no authority to issue orders to the member enterprises, not even during the war.
- 3.) Dr. Ziervogel, the Secretary General (Hauptgeschaeftsfuehrer), was in charge of the business transactions of the Wigru. The member enterprises, in practice, come into contact only with him or his deputy. Dr. Buetefisch, the chief, had nothing to do with the day-to-day business affairs.
Construction plans or problems of labor allocation were not included in the scope of activities of the Wigru.
- 4.) The Arbeitsgemeinschaften (such as Arsyn) were war organizations. They surveyed and guided production; in some cases they also allocated production. They carried on their work at the order of and subject to the directives of the Ministries and Reichsstellen (economic control offices of the government). Thus, the Arsyn was established only for the survey and guidance of production: the Arbeitsgemein -

schaft Mineral-oils Allocation was established for the allocation of motor fuels.

5./ I did not learn until several days ago, in a conversation with Dr. Ziervogel, that Dr. Buetefisch was a Party member. I was of the opinion that he was not a Party member because of the fact that he had formerly been a member of a Freemasons' Lodge. I participated in dozens of meetings presided over by Dr. Buetefisch and had lengthy discussions with him at the white table, and I always found that Buetefisch was wholly free from politics. In any case I never heard any Nazi ideas expressed by him; on the other hand I heard him express severe criticism frequently.

I distinctly remember the first meeting of the Arbeitsgemeinschaft during the war, in which we received figures on stocks on hand and production for the first time. Dr. Buetefisch expressed astonishment over the "really ridiculous stocks", and said that he would not like to take the responsibility of waging a war with such reserves of motor fuels.

The circle of individuals who convened at the regular meetings in the Wigra consisted almost entirely of opponents of the National Socialist system. If some discussions of the persons who participated in the meetings had become known, none of those present would have kept their positions.

Nothing characterizes Dr. Buetefisch's attitude more clearly than his relationship with Dr. Ziervogel, the Secretary General. The latter was known as a severe opponent of the Nazi system. He gave expression to his convictions with extraordinary courage. His complete rejection of the Nazi ideology during the entire period from 1933 to 1945 was made with an emphasis and frankness which put him in a very dangerous position. Nevertheless, there was a confidential relationship between him and Dr. Buetefisch, who tolerated, moreover, the engagement by Dr. Ziervogel of a gentleman as his representative who held the same views, and

DOCUMENT BOOK V - BUETEFISCH No.35
EXHIBIT No. ..

the appointment to another leading position in the Wigru of Herr Kieselbach, a known opponent of the National Socialists and nephew of the present presiding judge of the Central Court of Law in the British Zone.

6.) As to myself personally, I have to say that, during the war, I was chief of the Arbeitsgemeinschaft ^{Heard} allocation of/Coal-Tar Products Products; in this capacity I took part in the meetings of the Wigru and was always in contact with Dr.Buetefisch.

(signed) Kurt Haver

Document Records No.8/1948

I hereby certify the above signature of Kurt HAVER, business man, residing at Henkenbergstr.59, Bochum-Steipl.

Bochum, 15 January 1948

(signed) Paul B.Hackert

Fees

Value : 3000.- RM

Fees according to §§ 26.39
of the RKO.

4.- RM

Turn-over-tax

0.12 "

Total 4.12 RM

Stamp: Paul B.Hackert
Notary in Bochum

The Notary: (signed) Hackert

Certified true copy of Document Buetefisch 35

Muernberg, 5 February 1948

(signed) Dr.Hans Flaechener
(Dr.Hans FLAECHSNER)

A f f i d a v i t

I, Paul K l o c k m a n n , Dr.phil., residing at Haberstr.47,Leuna, have been warned that I shall be liable to punishment if I make a false affidavit. I hereby declare on oath that my statements are the truth and that they were made in order to be submitted as evidence to the Military Tribunal VI in the Palac of Justice, Nuernberg, Germany.

I have been working as a chemist in the Leuna Werke since 1927. During the war I was transferred to Berlin and assigned to the Arbeitsgemeinschaft for Hydrogenation Synthesis and Low-temperature Distillation (Arsyn). There I was a co-worker in technology at first , and later business manager. This Arbeitsgemeinschaft was set up within the Wirtschaftsgruppe (Economic Group) Motor Fuel Industry. Its function was to provide the governmental authorities, especially the Ministry of Economics and the Ministry for Armament, with information on the production possible at a given time for the affiliated mineral oil enterprises and with technical advice on raw material allocation, questions of types, and transportation of goods, among other matters. For this purpose the Arbeitsgemeinschaft had to keep in close contact with the Reichsstelle (Reich Office) for Mineral Oils, the Central Office for Mineral Oil and similar organizations. Furthermore, closest co-operation with the affiliated enterprises was necessary.

Dr.Heinrich Buetefisch, whom I have known since 1927 from Leuna, was my immediate superior in Berlin, where my function was to administer,under his supervision,the above-mentioned tasks of the Arsyn. From this close working relationship I know that the entire work of Dr.Buetefisch and the measures

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that he took, were determined by objective points of view and by technological and practical business considerations. Dr.Buetefisch did not take a political stand either in Leuna or in Berlin. I never knew him to resort to the help of the Party or any other political organization for any action that he took, or ever to use political methods to achieve a goal.

I did not know that an SS rank had been bestowed upon Dr.Buetefisch; I first learned of this at the time of the German collapse in 1945. I never saw him in a uniform either in Leuna or in Berlin; furthermore, he did not wear any sort of insignia.

Leuna, 6 November 1947

(signed) Dr.Paul Klockmann

I Dr.Heinz Reintges, Attorney-at-Law, at present in Nuernberg, hereby certify and attest the above signature, personally executed in my presence, of Dr.Paul Klockmann, Haberstr.47, Leuna.

Leuna, 6 November 1947

(signed) Dr.Heinz Reintges
Attorney-at-Law

Certified true copy of above document:

Nuernberg, 16 February 1948.

(signed) Dr.Hans Fleeckener
Attorney-at-Law

AFFIDAVIT

I, the undersigned Ministerial Councillor Walter Rosencrantz residing at Hamburg-Othmarschen, Preusserstrasse 6, having been duly warned that a false affidavit on my part will render me liable to punishment, hereby declare on oath that my statements are true and were made for submission in evidence to the Military Tribunal at the Palace of Justice, Nuernberg, Germany.

Since 1938 I have been head of the Supply Section of the Mineral Oil Department of the Reich Ministry of Economics, and as from 1943 I was employed by the Reich Ministry for Armament and War Production in the same capacity. I am in a position, therefore, to explain how the Mineral Oil Industry collaborated with the Ministry.

For all general questions there were 2 organizations to which the Mineral Oil Industry had to refer by law and which represented the interests of the industries. These 2 organizations were:

1. The Reich Office for Mineral Oils
2. The Economic Group Fuel Industry.

The former office was an authority under direct supervision of the Ministry of Economics. It chiefly arranged details in the distribution and directed imports according to instructions from the Ministry; it was entitled to give instructions directly to the various plants.

The Economic Group Fuel Industry was an organization of the industrial economy. It represented the interests of the

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industrial economy to the Ministries. It was an independent organization which referred to the Reich Group Industry, but was not subordinated to the Ministries. Therefore, the Beiräte (advisory councillors) and the Vorsitzter (Chairman) of the economy group were honorary representatives appointed by industry; the transactions of an economic group were conducted by a secretary general (Hauptgeschäftsführer) who was paid by the industry. The collaboration of Economic Group and Ministries was defined legally in regard to various points.

The introduction of the Four Year Plan caused certain organizational changes. The Reich Office for Economic Development was placed between the Ministry of Economics and Economic Group as a new authority. Besides, the Reich Office for Economic Development had direct contact with the top planning authorities.

The Reich Office for Economic Development, later called GEBECHEM, had the task to make ^{plans} and put into practice/which were either required by the Ministry of Economics, i.e. the Armament Ministry, or had been negotiated directly between the branches of the Army and GEBECHEM.

Nuernberg, 12 February 1948
(Signed): Walter Rosencrantz

Sworn and signed before me at Nuernberg this 12th day of February 1948 by Herr Walter Rosencrantz, residing at Hamburg-Othmarschen, Frousserstrasse 6, known to me to be the person making the above affidavit.
(Signed): Dr. Hans Flaechsner.

This is to verify that the above is a true and literal copy of the original document submitted to me.
Nuernberg, 16 February 1948 (Signed): Dr. Hans Flaechsner
Attorney.

AFFIDAVIT

I, retired Ministerial Councillor Walter Rosencrantz, Hamburg-Othmarschen Preusserstr. 6, having been duly warned that a false affidavit on my part will render me liable to punishment hereby declare on oath that my statements are true and were made for submission in evidence to the Military Tribunal No. 6 at the Palace of Justice in Nuernberg, Germany.

As from 1938 I was head of the "Supply" Section of the Mineral Oil Department of the Reich Ministry of Economics and as from 1943 I was in the Reich Ministry for Armament and War Production in the same capacity. My work consisted in determining the requirements in mineral oils of all types and in checking the fulfillment of these requirements with the possibilities of production and of import. I was concerned with economic requirements and during the war also with Army demands and the requirements of occupied and friendly countries.

In this capacity I had regular dealings with Herr Dr. Buetefisch during the war. He had to submit to the Mineral Oil Department monthly proposals for satisfying the total requirements which had been reported to him.

He submitted these proposals in his capacity as head of the Economic Group Fuel, Industry and its affiliated study groups "hydrogenation and Synthesis", "Producing and Processing of Mineral Oils", and "Tar Processing". Based on these proposals the Reich Ministry of Economics

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decided on the programs to be adopted for the monthly production.

Besides these monthly occasions, I often met Dr. Buetefisch at conferences concerning the handling of production; I attended these conferences as a representative of requirement questions. At such conferences we met several times, even before the war, in order to discuss production problems.

On all these occasions Dr. Buetefisch's great knowledge and ability in his special sphere, particularly that of hydrogenation, were very noticeable, also his quiet and sensible attitude in all essential problems. I never heard him make any remarks of a political nature and had the impression that he was not particularly interested in politics. He saw the problems entirely from the technical and economic angle.

I never knew, until the end of the war, that Dr. Buetefisch had held an honorary rank in the SS. I never saw him in uniform or with any SS decorations, nor did his general bearing give me any clue to his close connection with the SS. He had many ties with Herr Kranefuss because of their extensive common spheres of work in connection with the management of the Braunkohle-Benzin A.G. (BRADAG) (Lignite coal-gasoline) and also in the Economic Group Fuel Industry. When meeting the two gentlemen together I never had the impression that their close contact was promoted in any way by the SS in which Kranefuss played a prominent part.

Nuernberg 12 February 1948

(Signed): Walter Rosencrantz.

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Sworn and signed before me this 12th day of February
1948 at Nuernberg by Herr Walter Rosencrantz residing
at Hamburg-Othmarschen, Preusserstr. 6, known to me
to be the person making the above affidavit.

(Signed): Dr. Hans Flaechsner

This is to certify that the above is a true and
literal copy of the original document submitted to me.
Nuernberg, 16 February 1948

(Signed): Dr. Hans Flaechsner,
Attorney.

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DOCUMENT BOOK V BUETEFISCH
EXHIBIT No.

CERTIFICATE OF TRANSLATION

3 March 1948

We, John FOSBERRY, No. 20179, Gerta KANNOVA,
No. 20151 and George GOODMAN, No. 34789, hereby
certify that we are thoroughly conversant with
the English and German languages and that the
above is a true and correct translation of the
Document Book V Buetefisch.

John FOSBERRY
No. 20179

Gerta KANNOVA
20151

George GOODMAN
No. 34789

A f f i d a v i t .

I, Dr. Friedrich KINGEL, resident at Fischbach near Weidenberg, Kreis Bayreuth, have first been warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, Nurnberg, Germany.

I was born at Neumunster on 13 December 1900. Since 1926 I have been employed as a chemist with the I.G. Farbenindustrie A.G.. In 1932/33 I was commissioned to deal with the contracts concluded by the I.G. in the oil sector. About 1940 I was put in charge of the office of mineral oil Department of the I.G. in Berlin, where all transactions of the I.G. in the mineral-oil sector were concentrated.

At Dr. USTEFISCH's request I also conducted in this capacity negotiations with the Japanese concerning the grant of a licence for the I.G. hydrogenation process to the Japanese. The agreement concerning the hydrogenation process, concluded between the I.G. and the Japanese army at the beginning of 1945 contains a preamble indicating the political and economic aims. In this respect I state as follows:

In 1943/44 the negotiations concerning the grant of a licence for the hydrogenation process to the Japanese, which had been pending for several years and went back to the period prior to the outbreak of the war,

- 2 -

were speeded up, as the Japanese army pressed the German government for an early conclusion of the agreement. The I.G. was informed by the Reich Ministry of Economy that the Japanese had expressed to the German Foreign Office and the Reich Ministry of Economy their desire to obtain, under the scheme covering the acquisition of different industrial processes, the hydrogenation process in particular. The German government offices requested the I.G. to accelerate the negotiations as much as possible and to bring them to a conclusion. This official request was later repeated in writing.

The Reich Ministry of Economy furthermore handed to the I.G. a declaration, typed on a separate sheet, which represented the result of the discussions of representatives of the Reich Ministry of Economy and of the German Foreign Office with the Japanese (probably General JANI), and which was to be included in the agreement. This original must still be among my files, which have not been found so far. Dr. TUEPFISCH and myself agreed that it was a purely political declaration, which had nothing at all to do with the actual agreement between the I.G. and the Japanese. When we remonstrated the Reich Ministry of Economy informed us that the German government and the Japanese attached great importance to this declaration, and that they wished this declaration to be included in the agreement.

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- 3. -

without altering its wording. This declaration was obviously only of propagandistic importance.

In compliance with the request of the Reich Ministry of Economy, the declaration was at first included as the first article in the original draft of the agreement. In the endeavor to separate the declaration from the agreement itself, and not to burden the actual agreement with it, Dr. JUSTIFISCH proposed to the Japanese during the next discussion to consider putting down the declaration in a separate letter, if it had to be included at all, or, if there were any objections to it, to let the declaration precede the agreement in a separate memorandum. The idea of putting the declaration in form of a letter was rejected but it was agreed to let it precede the agreement as a separate memorandum. In this form the agreement was then concluded later on.

Bayreuth, 22 December 1947

signed: Dr. Friedrich RINGER

Register of Documents No. 2054/1947

I herewith certify the above to be the signature of Dr. Friedrich RINGER, chemist, resident at Fischbach, Post Office Weidenberg (Oberfranken), born on 13 December 1900 at Neumuenster/Holstein, who identified himself by his identification card with photograph, issued by the office of the Landrat at Bayreuth on 14 May 1947, No. 1 535 466.

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Dr. RINGER was acquainted with the importance of an affidavit.

Bayreuth, twenty second of December nineteen hundred and forty seven.

(seal)

(signed:)	Dr. GEUFEL, Notary (Dr. Theodor GEUFEL, Notary)	Fee Register No. 2355	
		Notary's Fee	2,00RM
		Turnover tax	0,06RM

Cost regulation article 39

signed: Dr. GEUFEL

I herewith certify that the above is a true and correct copy of the original document.

Munich, 23 January 1948

signed: Dr. Hans FLAETSNER
Attorney

A f f i d a v i t .

I, Dr. Wolfgang JAECKH, resident at Heidelberg, Ladenburger Strasse 71, have first been warned that I shall render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and that it was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, Nurnberg, Germany.

My profession is chemist and lawyer. Since 1927 I have been employed as chemist with the I.G. Farbenindustrie Aktiengesellschaft, plant Ludwigshafen/Oppau and, since 1929 I have been working with the Department High-Pressure Experiments, under the direction of Dr. FIER. On account of this position I participated at the request of Dr. FIER in the negotiations led by the I.G. with the Japanese concerning the licensing of its hydrogenation process.

The first discussions regarding the grant of a license for the I.G. hydrogenation process to Japan had already taken place prior to the outbreak of the war, with the participation of the International Hydrogenation Patents Company, but they had come to a standstill at the beginning of 1940. Around 1942 the German government requested the I.G. to resume the negotiations, this time with the Japanese army. During the internal discussions in the I.G. the responsible officials, in particular Dr. BUETEFISCH, repeatedly pointed out

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that the I.G. did not welcome an agreement at the present time. The negotiations were therefore delayed through 1943 and 1944, and only at the beginning of 1945 they led to the signing of the agreement with the Japanese army.

In the negotiations a number of German authorities took part, as for instance the Reich Ministry of Economy and the German Foreign Office. They not only issued directives regarding the extent of the agreement, but they also intervened in the formulation of the text of the agreement. These authorities particularly desired a preamble to the agreement, the wording of which was handed to the I.G.. The formulation was probably drawn up by the German Foreign Office. The I.G. tried to prevent this preamble being included in the agreement or, if necessary, to have it put down in an accompanying letter, this however failed due to the opposition of the Japanese. The preamble was finally included in a memorandum attached to the agreement.

Ludwigshafen/Rhine, 11 November 1947

signed: Dr. Wolfgang JAECKH
(Dr. Wolfgang Jaekkh)

Register of Documents No. 1560/47 . . .

I herewith certify the above to be the signature of Dr. Wolfgang JAECKH, chemist, resident at Heidelberg,

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identified by the identification card No. 04317.

Ludwigshafen on Rhine, 11 November 1947

signed: Dr. SAERMANN
Notary

Dr. Johannes Saermann

Official Seal

Notary at Ludwigshafen
on Rhine

Fee Register No. 4421/47

Costs:	
Notary's Fees	4,00
Turnover tax	+,12

Together	RM4,12

	Paid.

I herewith certify that the above is a true and correct
copy of the original document.

Nurnberg, 20 January 1948

signed: Dr. Hans FLECHSNER
Attorney

A f f i d e v i t .

I, Dr. Willien MAHN, residing in Ull/Damm, Parlerstrasse 35, have been cautioned that I render myself liable to punishment by making a false affidavit. I herewith declare in oath that my statement is true and was made to be submitted as evidence to the Military Tribunal at the Palace of Justice Nuernberg, Germany.

1. I was born in London/England on 19 December 1901 and am a chemist and expert on patents by profession. During my activity with the I.G. Farbenindustrie A.G., I was employed in the mineral oil department of the I.G. in Berlin from August 1942 until March 1945. As collaborator of Dr. RINGER, I was engaged there in preparing the drafts of the contracts.

2. In this capacity I also co-operated in the draft of the contract concerning the granting of a license to the Japanese on the I.G. hydrogenation process. The I.G. made a point of treating the negotiations with regard to the contract in a dilatory manner. It endeavored to delay the matter until it was no longer possible to conclude the contract. Among other factors, the consideration that a conclusion of the contract during the war might impede the good relation between the I.G. and Standard Oil after the war, was decisive for this.

Dr. BUETEFISCH as well as I and the other participating I.G. departments agreed unanimously in this respect. The pressure exerted by the Reich Ministry of Economy on the I.G. on account of the Japan contract was, however, increased so much toward the end of 1944, that the conclusion of the contract could no longer be postponed. The contract was then signed a few months before the German capitulation. I know for certain how reluctantly the I.G. representatives, especially Dr. BUETEFISCH, affixed their signatures.

The Japanese themselves were, incidentally, aware of the fact that the conclusion of the contract had been delayed for years. This was apparent from the speech made by the Japanese Ambassador Oshima on the occasion of a breakfast following the conclusion of the contract, in which he stated the following: He had been unable to understand why the other German process for the production of synthetic fuels (Fischer - Tropsh-process) had been satisfactorily applied in Japan for years and yet in all that time it had been impossible to come to an agreement on the important German high pressure-hydrogenation process.

3. I have the following information on the preamble to the contract and on how it came to be formed:

The preamble was specifically requested by the Reich Ministry of Economy and the Japanese. Its contents and formulation were decided upon through diplomatic channels between the Reich Ministry of Economy

TRANSLATION OF DOCUMENT NO. NI-064
CONTINUED

ur the Foreign Office and the Japanese Embassy. The preamble was then submitted to the I.G. some time before the contract was signed and both governments expressed the compelling desire that it be incorporated in the contract. Neither the I.G. as a whole nor Dr. BUETEFISCH in particular had any influence whatsoever on the formulation of the preamble. It was regarded as "inflated nonsense" by Dr. BUETEFISCH as well as by the other gentlemen of the I.G.

Ulm/Donau, 7 November 1947

Signed W. HAHN

I hereby certify the above signature of Dr. Willem HAHN, chemist in Ulm, Parlerstrasse 35.

Ulm (Donau), 10 November 1947

Notary Signed THONY

Fees
Value 3000 RM.-
Tax per. 39 KO. 4 RM.

(Seal)

Documentary Registration No. 1165

Certified a true copy.

Munich, 20 January 1948.

Signed: Dr. Hans FLAEBCHNER
Attorney

A f f i d a v i t .

I, Dr. Guenther KUNZE, at present living in Adelsheim, Torgasse 35, having been warned that I render myself liable to punishment by making a false declaration, state herewith on oath that my statement is true and was made to be submitted as evidence to the Military Tribunal No. VI at the Palace of Justice, Nuernberg, Germany.

From 1 April 1923 until 31 December 1946, I was employed as analytical chemist by the Iudische Anilin and Sodafabrik, Central works Oppau and since 1934 in the Office for Nitrogen (Planning Office, later Head Office of Branch I). Among other subjects I was entrusted with the elaboration (preparation, negotiations, correspondence, supervision and so on) of agreements to be concluded with licensees or licensors in the field of nitrogen-production and related matters, according to the directives by the branch-management in collaboration with the patent and legal sections of the works.

During the period of my activity in this sphere, licenses were in general granted to any serious applicant, irrespective of nationality, whenever the partners had reached an agreement concerning the terms in previous negotiations according to commercial aspects. Application for a license was dismissed only

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if previous contracts with licensees had been concluded (for instance Onia Toulouse, ICI Billingham, Standard Oil and so on) and if these contracting partners of I.G. refused to approve the conclusion of additional licence-agreements. Nor was there a basic change in the treatment of these applications for a licence when, after 1933, the approval of the competent office of control was required. On the basis of our well-founded applications, all planned licence agreements were granted, as far as I remember.

In accordance with available data, I have compiled a list of licence-agreement in the field of nitrogen in the enclosure (among them also some in which the I.G. figures as licensee). These agreements are well known to me from my activity and have partly been concluded with my assistance.

Enclosure I contains licence-agreements with German firms, enclosure II agreements with foreign licensees. These lists, in the absence of full data, are possibly incomplete with regard to one or the other agreement, they reveal, however, that I.G. has always granted licences on their inventions patented and made public in all civilized states also to foreign firms in the most generous way, and this to a far more considerable degree than the I.G. itself acquired licences for foreign processes. These lists contain

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8 licence-agreements with German firms	enclosure 1
10 " " " French firms *) among these 1 agreement with regard to the registration of licence	" 2
6 licence-agreements with English firms, among them 4 licence agreements with regard to the registration of licence	" 2
7 Licence-agreements with Japanese firms	" 2
6 " " " Spanish firms	" 2
5 " " " Italian firms	" 2
3 " " " Norwegian firms among them 1 licence-agreement with regard to the registration of licence	" 2
3 Licence-agreements with USA firms, among them 1 licence-agreement with regard to the registration of licence	" 2
1 licence-agreement with a Dutch firm	" 2
1 " " " a Danish firm	" 2
1 " " " an Argentine firm	" 2
Total: Grant of licence to 3 German firms	
" " " " 30 foreign "	

Licence agreement with regard to the registration of
licence to 6 foreign firms.

Negotiations with numerous additional foreign applicants
for licences did not reach their final conclusion due to the
outbreak of the war.

*) The agreement with Onia of 11 November 1919, which lead
to a gratifying collaboration, was a coercive measure forced
upon it by the Versailles-treaty.

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Adelshelm, 4 January 1948.

signed Dr. Guenther KUNZE,
Dr. Guenther KUNZE

I hereby certify the above signature, affixed before me, to be
that of Dr. Guenther KUNZE, resident in Adelshelm, Torgasse 55.

Signed: Dr. Kurt HARTMANN
(Assistant Defense Counsel in
Case VI)

Enclosure 1

License Agreements

with German firms in the nitrogen field.

<u>Date</u>	<u>Firm</u>	<u>Subject of the Agreement</u>
1 August 1929	Wintershall A.G.	is granted a license for potassium-ammonium nitrate
16 November / 26 November 1931	ditt.	is granted a license for nitrate of potassium
13 July 1933	DAW	is granted a license for ammonium sulphate salpêtre
13 February/21 March 1941	Ruhrchemie	is granted a license for calcium ammonium nitrate
13/23 July 1936	Bemag	is granted a license for ammonium nitrate (building license)
11/22 April 1940	Stickstoffwerke Ostmark	is granted a license on synthetic ammonia

Enclosure 2

License Agreements with

foreign firms in the nitrogen field.

DOCUMENT BOOK V BUSTEFISCHE
BUSTEFISCH DOCUMENT No. 105

Date	Firm	Subject of Agreement
<u>France</u>		
11 November 1919	Onie, Toulouse	is granted a license on ammonia- and nitrogen compounds
12 January 1931	ditto	is granted a license for calcium ammonium nitrate
23/28 November 1933	ditto	is granted a license for potassium-ammonium nitrate
8 October/ 17 November 1934	ditto	is granted a license for calcium nitrate
29 January/ 16 February 1938	ditto	is granted a license for calcium nitrophoska
19 July/ 25 August 1932	Et. Kuhlmann	is granted a license for calcium nitrate
23 October/ 30 November 1934	ditto	is granted a license for calcium ammonium nitrate
30 June/ 4 July 1933	S.A. Ammonia/ Lens	is granted a license for calcium nitrate
16 October/ 17 November 1933	Kestner, Lille	is granted a license for ammonium nitrate (Building License)
14/29 July 1937	Vilain Freres	is granting a license on magnesium/calcium nitrate
<u>England</u>		
9/29 February 1932	ICI	is granting a license on calcium ammonium nitrate
1923	ditto	Agreement concerning sales policy as regards ammonium sulphate in the Dutch East Indies
1939	ditto	Agreement concerning royalties for processing methods on the basis of nitrogen to third parties (17 Jul./9 August 1939: supplementary agreement with Norsk Hydro)
28 June 1933	ditto	is granting a license for dry ice
12 June/ 17 September 1936	ditto	is granting a license for rice corn-ammonium sulphate
7 June 1939	ditto	is granting a license for the splitting of ammonia
7 March 1939	ditto	is granted a license for processing methods on the basis of Alkazi's
1938/1939	East Norfolk Farmers and Chemical Cooper- ation Co.	Erection of a plant for synthetic ammonia by Ude on the basis of the IG. method

DOCUMENT BOOK V BUETEFISCH
 BUETEFISCH DOCUMENT No. 105

Date	Firm	Subject of Agreement
<u>Japan</u>		
28 May 1935	Teki Seihisho	is granted a license for synthetic ammonia, ammonium sulphate
22 November 1935/ 22 January 1936	Jahagi Kogyo	is granted a license for synthetic ammonia, ammonium sulphate, inkler-method
17 February 1936	Nippon Tar (Nippon Kasei)	is granted a license for synthetic ammonia, ammonium sulphate, inkler-method
1937	Nissen Kagaku	is granted a license for the inkler-method, conversion, purification of oxygen
25 July 1937	Dai Nihon Tokkyo	is granted a license for nitrogen plant
5 August 1937	Dai Nippon Seito	is granted a license for nitrogen plant
20/22 September 1940	Toyo Katsushiki	is granted a license for inkler-method, gas purification
<u>Spain</u>		
9 June/16 July 1941	Hidro Nitro Espana la Madrid	is granted a license for nitrogen plant (preliminary contract)
24 June/ 18 July 1941	Ebro, Camp de Azuceres y Alcahalos, Madrid	is granted a license for nitrogen plant
3 September 1941	Societa Espanola de Fabricacion Nitrogenadas SA, Bilbao	is granted a license for nitrogen plant
25 July/ 30 September 1941	Prod. del Nitrogeno Valencia	is granted a license for nitrogen plant (preliminary contract)
21 October 1941/ 1 March 1943	Nitratos de Castilla, Bilbao	is granted a license for nitrogen plant (preliminary contract)
18/31 May 1943	Flix, Barcelona	is granted a license for ammonia plant
<u>Italy</u>		
10/25 August 1928	Montecatini	is granted a license for calcium nitrate
ditto	ditto	is granted a license for diammonium phosphate
16/20 March 1935	Torni SA	is granted a license for calcium nitrate
31 January 1939	ditto	is granted a license for combustion of ammonia under pressure

DOCUMENT BOOK V BUETEFISCH
BUETEFISCH DOCUMENT No. 105

Date	Firm	Subject of Agreement
17 November 1936/ 14 April 1937	Toscana Azoto	is granted a license on calcium nitrate
<u>Norway</u>		
18 October/12 November 1927	Norsk Hydro	is granted a license for ammonia, sulphate, calcium nitrate, ammonium nitrate etc.; phosphoric acid and -fertilizer
24 June/ 14 July 1933	ditto	is granted a license on Huminal
3/28 December 1936	Odde Smelte- verk	is granting a license on Odde method (phosphate fertilizer, calcium nitrate)
<u>USA</u>		
25 September 1933/ 20 November 1937	Baker, Du Pont	grant a license on platinum-rhodium nets
1940	SNPC	is granted a license on calcium ammonium nitrate
28 March/ 28 June 1940	Hercules Powder Co.	is granted a license on the production of hydrogen and synthetic ammonia
<u>Holland</u>		
22 April/ 5 May 1931	Kokog	is granted a license for calcium nitrate
<u>Denmark</u>		
19 April/17 May 1941	Dansk Svovlsyre	is granted a license for nitrogen installation (preliminary contract)
<u>Argentina</u>		
20 July 1936	Argentinian Government	is granted a license for nitric acid

I hereby certify the above to be a true copy of the original.

Nuernberg, 2 February 1948

Signed: Dr. Hans FLECHSNER
attorney

Friedrich UHDE

(21b) Bochum-Gorthe, Boevinghauser Hollweg
216
Telephone Dortmund 82337

Affidavit.

I, Friedrich UHDE, resident in Dortmund, Daggingsstr. 12, have been cautioned that I render myself liable to punishment by making a false affidavit. I declare on oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal at the Palace of Justice, Germany.

Up to 1946, I was the sole and personally liable partner of the firm of Friedrich UHDE K.G. in Dortmund. My firm has for decades concerned itself with the planning and the erection of chemical plants at home and abroad, in particular for the nitrogen and fertilizer industry and for the mineral oil industry.

My firm received the order in 1937 from the Nitrogen Fertilizer in Ipswich to build a plant for the production of synthetic ammonia, which is based on the method of gaining hydrogen from the coking furnace gasses and the nitrogen from the air. When we took up negotiations with the I.G. Farbenindustrie in 1937 for the purpose of cooperation, Dr. Heinrich BUETEFISCH, in his capacity as member of the Vorstand of the I.G. and competent for this field of tasks, readily gave us the assurance that for the benefit of our English customer we were free to make use of all experience designs and improvements gained or made by the I.G. when building the plant for synthetic ammonia in Scunthorpe.

Dr. BUETEFISCH was also informed in the course of the negotiations that our firm was represented in London by Colonel Edward Johnson. The representation contract provided for the erection of plants for the production of synthetic ammonia and plants for the production of nitric acid as primary product for the manufacture of explosives.

DOCUMENT BOOK V BUETEFISCH
BUETEFISCH DOCUMENT No. 48

Dr. BUETEFISCH was also willing in connection with this contract to place at our disposal the I.G.'s latest experience and designs connected with this sphere. This promise, however, did not show any practical results because Mr. Johnson did not succeed at that time in procuring orders for us.

Dortmund, 19 September 1947

Signed: Friedrich UHDE

I hereby certify the foregoing signature to be that of Friedrich UHDE, civil engineer, resident in Dortmund, Doggingstrasse 12.

Document Register No. 301, year 1947

Dortmund, 19 September 1947

Signed: Dr. Ewald MEININGHAUS
Notary

Stamp: Dr. jur. Ewald MEININGHAUS
Notary in Dortmund

Calculation of fees.

Value of the subject: RM 3000.-

Fee according to articles 26, 39 Reich Fee Regulations RM 4.-
Turnover Tax -.12

Total RM 4.12

The notary

Signed: Dr. MEININGHAUS

This is a true copy of the document Bus & G.

Nuernberg, 6 February 1948

Signed: Dr. Hans FLAETSCHNER

(Dr. Hans FLAETSCHNER)

On request of Office Section I
received 7 December 1940

S 39 I A 1121

28 March 1940/28 June 1940
HK 2109

This AGREEMENT, made and entered into this day
of , 1940, by and between HERCULES FULLER COMPANY, a
corporation organized under the laws of the State of Delaware,
and hereinafter referred to as "Hercules", and I.G. FARLENI-
N-DUSTRIE ANTIENGESELLSCHAFT, a corporation organized under the
laws of Germany, and hereinafter referred to as "I.G.",

WITNESSETH THAT:

WHEREAS, I.G. has developed methods for the large-scale
production of hydrogen and carbon monoxide from gaseous hydro-
carbons by the so-called methane-steam process, and is the
owner of the following United States Letters Patent:

United States Patent No. 1,934,836

United States Patent No. 1,921,355

United States Patent No. 2,036,566

United States Patent No. 2,033,795

WHEREAS Hercules represents and warrants that in the
field of the production of hydrogen and carbon monoxide from
gaseous hydrocarbons by the methane-steam process it owns on
the date of this agreement no other patent rights than United
States Patents 2,166,811 and 2,173,894 and certain foreign
applications corresponding to the latter,

WHEREAS, I.G. represents and warrants that there is no
outstanding assignment, grant, license, mortgage, option or
agreement, express or implied, which may or can in any manner
abridge, modify or lessen the rights hereby granted, and

WHEREAS, Hercules now plans to undertake the large-
scale manufacture of hydrogen and carbon monoxide from gaseous
hydrocarbons, and desires to acquire certain knowledge and ex-
perience possessed by I.G. in relation to the manufacture of

these products, and to acquire a non-exclusive, non-transferable license under the above-mentioned United States patents, all of which I.G. is willing to grant to Hercules for the consideration and under the terms and conditions hereinafter set out,

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter entered into, the parties hereto covenant and agree each with the other, as follows:

I

I.G. hereby grants to Hercules and its subsidiaries a non-exclusive, non-transferable license under its aforesaid United States Patents No. 1,934,336, 1,821,356, 2,033,566 and 2,83,755 and all divisions or reissues thereof, and under any other United States patents, and all divisions or reissues thereof, on the date first written above owned by I.G. relating to the production of hydrogen and carbon monoxide from gaseous hydrocarbons by the so-called methane-steam process of I.G., such license to be unlimited as to the quantity of hydrogen and carbon monoxide produced, provided, however, that Hercules shall not use the hydrogen produced under this process for any other purpose than the production of anhydrous ammonia and the hydrogenation of resin, except upon special permission obtained from I.G.. I.G. hereby agrees, however, upon request by Hercules to that effect, to grant such permission, unless it is unable to do so on account of contractual obligations to third parties incurred prior to the date of such request. Such permission once granted shall, however, become revocable at the option of I.G. in the event that Hercules should not begin to use the hydrogen on a commercial scale for the purpose for which such permission had been granted within two years of the date of granting such permission.

- 3 -

II

I.G. will furnish Hercules as promptly as possible, but not later than two (2) months after date of this agreement, a flow sheet and a description of a plant for the production of hydrogen and carbon monoxide from gaseous hydrocarbons by the methane-steam process of the I.G., as well as a description of the operation of such plant. However, I.G. is not expected to give Hercules any detailed plans or drawings, blueprints, etc. for such plant.

Time is not the essence of this provision, and any delay in furnishing a flow sheet and descriptions within the time limit mentioned, as specified in the first part of this article, resulting from the present hostilities in Europe or other circumstances beyond the control of I.G., shall not be construed as a breach of this agreement on the part of I.G..

III

I.G. is of the opinion that the operating method to be supplied by I.G. to Hercules under Article II above is not dominated by any valid patent controlled by a third party; however, I.G. does not take any responsibility in case patent rights which are not owned by I.G. are involved in Hercules' operations.

IV

Hercules hereby agree that it will at any time during the life of this agreement be prepared to grant at I.G.'s request non-exclusive licenses under United States Patent 2,166,611 to I.G. and/or to any of I.G.'s licensees in the field of the methane-steam process at fair and reasonable terms. Should the parties hereto be unable to reach an agreement regarding such terms, such terms shall be determined by arbitration in accordance with the rules of the American Association. Nothing in the foregoing, however, shall be construed as a recognition in any way of the validity of the above mentioned patent on the part of I.G.

- 4 -

Hercules furthermore agrees not to assert, on the basis of any patent which it may acquire in the future in the field of the methanol-steam process in any country of the world, any claim for infringement against I.G. and its licensees in respect of any operation, apparatus or composition used in such process which has been developed by I.G. or I.G.'s licensees on or before the date of execution of this agreement.

V

In consideration of the assistance rendered and of the rights granted to Hercules by I.G. under Articles I and II of this agreement, and of the further obligations assumed by I.G. hereunder, Hercules agree to pay to I.G.:

- (a) immediately upon execution of this agreement the sum of Five Thousand Dollars (\$ 5,000), United States currency,
- (b) upon delivery of the flow sheet and description of plant and its operation according to article II hereof Five Thousand Dollars (\$ 5,000), United States currency,
- (c) up to , 1952, a royalty which shall amount to
 - (1) three cents (United States currency) per hundred (100) pounds of anhydrous ammonia produced by Hercules, or
 - (2) eight-tenths (0,8) of a cent (United States currency) per thousand (,000) cubic feet (one atmosphere 50°F.) hydrogen plus carbon monoxide content of gas produced by Hercules, if such gas is used for purposes other than ammonia synthesis.

- 5 -

Royalties provided for in paragraph (c) of this article are due only hydrogen-carbon monoxide mixtures which are produced in accordance with any one or more of United States Letters Patent licensed to Hercules by virtue of Article I. No royalties shall be payable hereunder with respect to operations carried out by Hercules after the day of , 1952.

The Ten Thousand Dollars (\$ 10,000) paid by Hercules as per paragraph (a) and (b) of this article shall be credited, pro tanto, against future royalty payments described in paragraph (c) of this article as and when they become due; however, in case the total of the royalties due I.G. by Hercules by virtue of paragraph (c) of this article during the term of this agreement should be less than Ten Thousand Dollars (\$ 10,000.), Hercules shall have no right to repayment of the aforesaid Ten Thousand Dollars (\$ 10,000.) or any part of same.

VI

I.G. represents that there is no outstanding license under its said U.S. patents, or any of them, to persons, firms or corporations other than Hercules, containing more favorable terms than those herein contained. I.G. agrees that if at any time during the life of this agreement any such license under such patents should be granted to any other person, firm or corporation under more favorable terms than those contained herein, provided that the circumstances are comparable, then Hercules shall have the right to substitute the terms and conditions of such license for those contained in this agreement. It is understood and agreed, however, that a license, for example, granted on an I.G. process of which the herein licensed process for the production of a hydrogen-carbon monoxide mixture constitutes only a part or a license to a company having otherwise close business relations with I.G., shall not be construed as a

license granted under comparable circumstances. Upon due request by Hercules, I.G. will, from time to time, inform Hercules of the names of new licensees to which licenses have been granted under comparable conditions as aforesaid.

The provisions of this Article VI shall apply only to licenses issued by I.G. to third parties which permit the use of hydrogen produced under the processes covered by said patents in the production of anhydrous ammonia or the hydrogenation of resin or any other uses later granted to Hercules in accordance herewith.

VII

Payment of the amounts due to I.G. by Hercules by virtue of Article V, paragraph (c) shall be made by Hercules on the twentieth day of January and July of each year during the life of this agreement, for the six calendar months next preceding such dates.

Hercules agrees to keep full and accurate books of account showing the amounts of ammonia and/or hydrogen plus carbon monoxide manufactured by it, for which payments are due to I.G. in accordance with Article V hereof, and Hercules agrees that a certified public accountant appointed by I.G. shall at all reasonable times have access to such account books of Hercules for the purpose of checking the accuracy of the payments made hereunder by Hercules to I.G.

VIII

It is contemplated by I.G. and Hercules that suit for infringement on the I.G. patents hereunder licensed to Hercules may be brought by Hercules from time to time at Hercules' expense against third parties in respect of unlicensed acts of such third parties, which acts, if carried out by Hercules, would be licensed under this agreement. In event any such suit is brought by Hercules, all moneys recovered

therefrom shall belong to Hercules. In view, however, of I.G.'s other commitments under said patents it is hereby understood and agreed that no such suit may be brought by Hercules without first obtaining I.G.'s written consent to the institution thereof and without granting I.G. such control as I.G. may deem necessary over the conduct thereof.

If I.G., upon due request by Hercules, should not give its written consent to the institution of suit for infringement and if within six months after such request by Hercules I.G. should not have taken any action to stop such infringement, then no further royalties under the patent claims so infringed will be due by Hercules to I.G. for the period during which such infringement shall continue.

IX

In the event Hercules should fail, at any time during the life of this agreement, to comply with and fulfill any of its undertakings and obligations hereunder, I.G. may, at its option, terminate this agreement upon giving Hercules sixty (60) days' written notice in advance of its intention so to do, which notice shall specify the particular breach or default claimed against Hercules. Hercules may, however, avoid and prevent such termination by curing such breach or default within said sixty (60) day period. Hercules shall have the right to arbitrate, as hereinafter provided, as to whether or not any such alleged breach or default has occurred, and, in the event of a decision in such arbitration adverse to Hercules, it shall have the right within thirty (30) days after the handing down of such decision, to cure such breach or defaults.

X

If any claim of any patent, under which a license is hereby granted, shall be held by a court of competent jurisdiction to be invalid or not infringed, or so limited that it

does not cover the acts of Hercules, or if any such claim be cancelled by disclaimer or reissue or so limited by disclaimer or reissue that it does not cover the acts of Hercules, or if it be held by a court of competent jurisdiction or otherwise determined that I.G. has no right to grant licenses under any such claim, then such holding, construction or determination shall be followed by the parties hereto, and royalties shall thereafter be payable by Hercules only in accordance with such holding, construction or determination, until such holding, construction or determination shall be modified or reversed by a subsequent court decision after which said subsequent decision shall be so followed by the parties; provided, however, that a decision that certain claims are invalid or a cancellation or modification thereof by disclaimer or reissue shall not affect the obligation of Hercules to make full royalty payments as provided herein if Hercules continues to operate under any claim not declared invalid, not so limited that it does not cover the acts of Hercules, or not cancelled by disclaimer or reissue; and provided, further, that in the event royalty payments are suspended in accordance with this section, such suspended or back royalties shall automatically become due and payable in full upon modification or reversal by such subsequent court decision which holds said claim or claims valid and so construes them that they cover the acts of Hercules.

XI

Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, State or Federal, having jurisdiction.

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XII

This written agreement embodies all of the understandings and agreements between the parties concerning the license herein granted, there being no other previous or contemporaneous agreements, oral or written, between the present parties on the foregoing subject.

XIII

This agreement and any subsequent agreement or arrangement arrived at in connection with this agreement (unless otherwise specifically agreed) shall be construed in accordance with the laws of the State of New York (United States of America).

XIV

The benefits accruing to and/or the obligations incurred by either party by virtue of this agreement shall be assignable by that party only to the successors or assigns of substantially the entire business of that party relating to the manufacture and/or use of hydrogen and carbon monoxide from gaseous hydrocarbons and/or their derivatives.

XV

This license, unless sooner terminated as herein provided, shall extend for the full term of each and all of said patents or any continuations or reissues thereof, and shall cover the United States and all territories and possessions of the United States in which the patent laws of the United States are in force.

Any notice required under this agreement shall be deemed properly given if deposited in the United States or Germany registered mail duly addressed to Hercules as "Hercules Powder Company, Delaware Trust Building, Wilmington, Delaware, United States of America", or to I.G. as "I.G. Farbenindustrie Aktien-gesellschaft, Frankfurt am Main, Germany", as the case may be.

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XVI

For the purpose of this agreement a subsidiary company shall be defined as any corporation or organization more than fifty per cent (50%) of the voting shares of which are owned, directly or indirectly, or the voting rights of which are controlled, by the party concerned.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers and HERCULES PULVER COMPANY has caused its corporate seal to be herewith affixed the day and year first above written.

29 March 1940

I.G. FARBEINDUSTRIE AG TIENGEN
BY signed GOLDBERG signed HOLZMANN

28 June 1940

HERCULES PULVER COMPANY
BY
signed according to cable of
1 July 1940

ATTEST:

A Certified True Copy of Document Lus 38,

Munich, 17 February 1943

signed Mr. Hans FLAEGHSNER
(Mr. Hans Flaeghsner)

(received with letter from Branch I dated 8 April 1941)

Copy.

S 39 I E 299

Chemnyco Inc.,
521 Fifth Avenue
New York

14 February 1941

I.G. Farbenindustrie Aktiengesellschaft
Patent Department
Ludwigshafen/Rhine

Subject: Hydrogen process.

We confirm our cable dated 6 February of this year which reads as follows:

"Complied with your cable January 27 Standard inquires whether you agreeable granting licenses two small plants hydrogen to be used for hardening vegetable and animal oils and whether you can authorize them to grant further licenses for same purpose and also in all cases where capacity of licensed plant does not exceed 300,000 cubic feet hydrogen daily without stated purpose. Standard contemplates granting such licenses against lumpsum payments pointing out that in addition to knowhow they themselves own 19 U.S. patents in this field. Standard will submit proposition covering division of such payments if you agree to the above."

and should like to add the following:

In the course of our negotiations conducted with Atlas Powder Company last summer,

one copy each in pages 1046, 1048, 1049

it came to our attention that the process for production of hydrogen out of gaseous carbonhydrates is protected not only by our patents, but also by several patents of the Standard Oil Development Company. One of the latter patents, No. 2 028 326 is certainly being used in the method applied by Standard.

Thereupon the Atlas Powder Company asked us whether under the licence agreement which you were prepared to conclude with the company, they would also be granted a licence for the patents of Standard which are required for the application of the process. We discussed this question with the Standard and maintained the opinion, that in the contract concerning licence for the hydrogen process for the ammonia synthesis (file 800; final contracts No. 12) which you concluded with the Standard on 15 December 1937, it had obviously been overlooked that the Standard disposes not only of practical experience, but also of patents. The Standard agreed with us and stated that it was prepared to supplement the above-mentioned contract accordingly. Enclosed please find the relevant letter of the Standard in duplicate; will you please sign and return one of the two copies so that we can pass it on to the Standard.

With regards

faithfully yours

Chemnyco Inc.

signed: K. HOCHSCHWEMER

Enclosure: Sodco letter agreement (in duplicate) x)
dated February 10, 1941

DOCUMENT BOOK V, BUTTERFISCH
BUTTERFISCH DOCUMENT No. 38

x) only one copy enclosed with this letter, second copy
by separate letter.

I, the Counsel for the Defense, Dr. Hans FLAACHNER, hereby
certify that the above is a true copy of the photostat sub-
mitted as document Buc. No. 38.

Nuernberg, 6 February 1948

signed: Dr. Hans FLAACHNER
Dr. Hans Flaachner

I.G. Farbenindustrie Aktiengesellschaft Ludwigshafen/Rhine
Office Section I

S 40 Im 2 6

Reich Ministry of Economy,
B e r l i n W 8
Behrenstrasse 45

Dr. Jo/B.

22 May 1940

Subject: Transfer of Industry, calcium nitrate/USA.

We refer to the recent discussion between our gentlemen and you regarding the question of granting a licence on our calcium nitrate process to USA and furthermore to your request for written data on the matter prior to a final decision.

The question at issue is, whether under the present circumstances we may unhesitatingly grant licenses for the said process to American firms. It must be stated here that hitherto America used only small quantities of calcium nitrate as fertilizer, although developments indicate a steadily increasing consumption of nitric fertilizers in American agriculture. Thus, by refusing to cooperate, we should hardly be able to stop whatever project might be forthcoming, while we should drive the prospective customer into the arms of other foreign competitors. There is no fear of exports from the US, because, for the above-mentioned reason, the American market is capable of consuming large quantities .

1 copy

Delivery of actual supplies from Germany is of course out of the question, but we can make our experiences available. Anticipating that there would soon be interest for our calcium nitrate in the USA, we took the precaution of giving one of our gentlemen who recently went over there, a description of our process to take along with him, and to leave same for future use in trust with Chemnyco, with whom we are well acquainted. We could therefore easily give the interested firms the required information, provided you have no objection.

We have noted that you are anxious that payment of the licence should not be made in instalments, but so far as possible in one lump sum, the bulk of which should be remitted in advance. If the occasion arises, we shall endeavor to obtain these terms when conducting negotiations.

We would appreciate your early reply, stating your final opinion.

We sent a similar letter to the Economic Group, Chemical Industry, on 7 May, and they have just informed us that there are no objections so far as they are concerned.

H e i l H i t l e r !

I.G. FARBENINDUSTRIE AKTIENGESELLSCHAFT

signed: pro persona WINKLER

signed: pro persona GLOTH

copy

please turn over

Copy to Dr. Eyer
Patent Department Lu (Ludwigshafen)
Badammon Berlin
Oberingenieur Bachmayer
TA, Lu. (Ludwigshafen)
Office section I
Dr. Ri. 2 copies

I, Defense Counsel Dr. Hans FLAETSNER, hereby certify that
the above text is a true copy of the photostat submitted as
document Bue No. 39.

Nuernberg, 6 February 1948

signed: Dr. Hans FLAETSNER

Dr. Hans Flaetsner

copy

A f f i d a v i t .

I, Peter KRONMUELLER, employee of I.G. Control office in Frankfurt/Main, and chief of the Central Archives Frankfurt/Main-Griesheim, residing in Frankfurt/Main, Lersnerstrasse 31, am aware that I render myself liable to punishment by making a false affidavit.

I depose that the attached photostats of the following correspondence:

Directorate, Dr. H. BUETEFISCH, Ammoniakwerk Merseburg, Leuna Plant, dated 6 August 1943, to Herr Dr. GOLDBERG, Ludwigshafen/Rhine;

I.G. Farbenindustrie Aktiengesellschaft, Office Section I, Ludwigshafen/Rhine, dated 22 May 1940, to the Reich Ministry of Economy, Berlin W 8;

Nitrogen calculation dated 28 July 1939, to Ammoniakwerk Merseburg G.m.b.H., for the attention of Herr Prokurist Dr. HENNING;

Chemnyco Inc., New York, dated 14 February 1941, to I.G. Farbenindustrie Aktiengesellschaft, Patent Department, Ludwigshafen/Rhine;

Office Section I, Ludwigshafen/Rhine, to Fernschreiben-Versand-Buero Op (Teletype Shipping Office Op) addressee Dr. RINGER;

Agreement between Hercules Powder Company and I.G. Farbenindustrie Aktiengesellschaft, dated 28 March 1940 and 28 June 1940;

correspond with the originals in the Records Building of the I.G. Control Office, Frankfurt/Main-Griesheim.

Frankfurt/Main-Griesheim, 20 January 1948

signed: P. KRONMUELLER

I hereby certify and attest the authenticity of the above signature of Herr Peter KRONMUELLER, residing in Frankfurt/Main, Lersnerstrasse 31, which was today given before me.

Frankfurt/Main, 20 January 1948

signed: HENZE
(Dr. HENZE)

Assistant Defense Counsel in Case VI

Certified A True Copy
Nuernberg, 28 February 1948.

signed: Dr. Hans FLACHSNER
Attorney-at-Law

CERTIFICATE OF TRANSLATION

3 March 1949

I, ANNETTE JACO SOHN and AMALIA WIEZER, here by certify that we are duly appointed translators for the English and German languages and that the above is a true and correct translation of the Document Book V LUETZFISCH.

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ANNETTE JACO SOHN

ETO No. 20146

" 46 - 51

60 - 71

AMALIA WIEZER

ETO No. 25967

- 75 a -

" ENL "

Case 6
Defense

APPENDIX TO DOC. BOOK V BUETEFISCH

TRIBUNAL No. VI

CASE VI

SUPPLEMENT

to Document Book No. V
for
Dr. Heinrich BUETEFISCH

Submitted by the

Defense Counsel

Dr. Hans Flaechsner

Attorney.

Flaechsner



AFFIDAVIT

I, Guenther Schiller, residing at Weinheim a.d. Bergstrasse, Freudenbergstrasse 40, have been duly warned that a false affidavit on my part will render me liable to punishment. I hereby declare, on oath, that my statements are true and are made to be submitted in evidence to the Military Tribunal at the Palace of Justice, Nuremberg, Germany.

Since the middle of 1936 to the beginning of May 1938 I was in Vienna as a member of the Verwaltungsrat (Administrative Board) of the Anilin-Chemie A.G., Vienna, and as a liaison man of the I.G. for industrial projects of all kinds.

The document NI-7133 concerning a visit of mine and of Dr. Buetefisch's at the Military Economy Inspectorate in Vienna on 12 April 1938 has been submitted to me. I cannot remember Herr Dr. Buetefisch's visit in Vienna nor an interview at the Military Economy Inspectorate even after reading this document. I can only explain this on the assumption that Dr. Buetefisch's visit at the Military Economy Inspectorate must have been a mere formality for the purpose of obtaining inspection permits, and that I may have accompanied him. If there had been positive negotiations concerning nitrogen and hydrogenation schemes at that time I am sure I would remember. The reports mentioned in the note and to be supplied by I.G. should normally have been forwarded through me. But I do not remember this either.

Nuremberg, 5 March 1948 (Signed): Guenther Schiller

Sworn and signed before me at Nuremberg this 5th day of March 1948 by Herr Guenther Schiller, residing at Weinheim a.d. Bergstr., Freudenbergstr. 40 known to me to be the person making the above affidavit.

Nuremberg, 5 March 1948 (Signed): Dr. Kurt Hartmann
Assistant Defense Counsel
in Case No. VI

APPENDIX TO DOCUMENT BOOK V BUETEFISCH

CERTIFICATE OF TRANSLATION

10 March 1948

I, George GOODMAN, No. 34789, hereby certify that I am thoroughly conversant with the English and German languages and that the above is a true and correct translation of APPENDIX TO DOCUMENT BOOK V BUETEFISCH.

George GOODMAN,
No. 34789.

- 3 -
(END)

Case 6
Defense

TRIBUNAL VI

CASE VI

DOCUMENT BOOK VI

for

Dr. Heinrich BUETEFISCH

Submitted by

Defense Counsel

Dr. Hans FLAECHEISNER

Attorney-at-law.



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Page	Description of document	Bue.No. Exh!
<u>Co-operation with foreign parties to agreements of I.G. and others specializing in this branch.</u>		
1	<u>Oil conference of 7 December 1932.</u> Visit by Mr. Clark and Prof. Haslem of Standard at Ludwigshafen. Exchange of experience in hydrogenation. Visits to various I.G.-works including discussions of numerous problems of the oil industry.	Bue.117
4	<u>Oil conference of 7 December 1935.</u> 10 days visit by Prof.Haslam at Ludwigshafen; spheres of work common to Standard and I.G. were discussed, improvements developed at Oppau were disclosed for testing by Standard, samples of new benzine dyestuffs and the like were given to him to take away.Haslam suggests co-operation in other fields.	Bue. 54
7.	<u>Conference report 5 to 8 February 1936.</u> Mr. Howard mentions that the Standard had been asked not to pass on a certain hydrogenation process.	Bue. 32
8	<u>Affidavit Dr.Holdemann of 24 January 1948.</u> In accordance with their obligations under the Four-Party Agreement, the I.G. had transferred 2770 patents and patent applications outside of Germany till the beginning of war with the U.S.A. in 194 . In addition I.G. has granted exclusive licence rights in respect of a further 929 patents outside Germany in the hydrocarbon field.	Bue.274
11	<u>Oil conference of 22 December 1937.</u> During the world petroleum congress at Paris Dr. Pier gave two lectures and Prof.Wilke one lecture on the work of I.G.	Bue.118
13	<u>Excerpts from Dr. Pier's lectures during the world oil congress in Paris in June 1937.</u>	Bue.267
17	<u>Excerpts from the "Jahrbuch der Deutschen Mineraloelwirtschaft" (year book of the German mineral oil industry) by Thumson</u> Preparatory organization for the third world oil congress which was to take place at Berlin in 1940.	Bue.269

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20	<u>Meeting of the Vorstand (board of directors) of 16 September 1938.</u>	Doc. 49
	Dr. Duotefisch reports on the conclusion of the negotiations with Ruhrchemie regarding the Fischer process and on negotiations with Standard regarding co-operation of I.G. in the important new field of catalytic cracking.	
22	<u>Meeting of the Vorstand of 21 October 1938.</u>	Doc. 227
	Dr. Duotefisch reports on the contents of the Ruhrchemie-agreement and on the numerous agreements in this field which are now to be concluded with Standard and Shell.	
23	<u>Activities of I.G. Farbenindustrie in the oil industry.</u>	Doc. 25
	List of the essential agreements of I.G. with foreign oil companies. Subject of the three agreements: Hydrocarbon Synthesis Agreement, IHP New German Territories Agreement, Catalytic Refining Agreement.	
69	<u>Schematic representation of the relations between I.G. and the oil companies.</u>	Doc. 300
	Fran Howard's "Buna Rubber, the Birth of an Industry".	
70	<u>Affidavit Dr. Fritz Winkler of 27 January 1943.</u>	Doc. 270
	In 1938 at Oppau the author demonstrated a process, invented by himself and not yet introduced, to representatives of the American oil companies, on which occasion he had been instructed by Dr. Duotefisch to show and hand over everything without reservation, although the relevant agreement on catalytic cracking had not yet been signed. Subsequently Standard developed its "fluid catalytic cracking" process on the basis of which numerous plants for the production of aviation gasoline with octane-rating 100 were set up in the U.S.A.	
73	<u>Affidavit Dr. Friedrich Ringor of 22 December 1947.</u>	Doc. 64
	The author was charged with the exchange of experience within the terms of the oil agreements. He had instructions from the competent persons of I.G., Prof. Krauch, Dr. Duotefisch and Dr. von Knorin, strictly to observe the conditions laid down. Almost constantly contact men from foreign companies as well as other experts were at I.G.	

Page No.	Description of document	Buotofisch No.
84	Affidavit Dr. Free of 9 December 1947.	Buo. 70

prolonged visits. Prior to the war in Ludwigshafen alone there were annually at least 25 foreign visitors in connection with the exchange of hydrogenation experience. In addition representatives of the oil companies came for negotiations regarding agreements on the other points in the oil sphere. Standard received samples of new products before their tests at I.G. had been completed, and new processes were similarly demonstrated while still in the initial stage of development.

Satisfaction of the foreign parties to agreements was solely due to the attitude of the responsible men of I.G., Krauch, Buotofisch, von Knierim. Even in August 1939 at the conclusion of the Catalytic Cracking Agreement, nobody doubted the scrupulous execution of the agreements by Dr. Buotofisch. All parties to agreements were always aware that regulations by government departments could cause restrictions in the exchange of experience. An understanding was always reached in such cases. I.G. was able in all essential cases to carry through the exchange of experience in the face of strong criticism by government departments.

The author himself was the subject of a bitter attack from the Reich Air Ministry because of the disclosure of certain experience and was threatened with high treason proceedings, which was only settled after prolonged efforts on the part of Dr. Buotofisch. As the authorities did not always have the proper understanding for the loyal attitude of I.G. towards its foreign contract partners, Dr. Buotofisch often encountered difficulties in putting through his factual applications.

84

Affidavit Dr. Free of 9 December 1947.

Buo. 70

In the field of catalytic cracking the experience of I.G. was already made available to the foreign contract partners before the signing of the agreement. Thereby American work on catalytic cracking was considerably furthered.

Hints by I.G. led to the development of methods for anti-knock improvement of heavy benzene fractions which are available in great quantities in the U.S.A.

Then in the summer of 1938 the author together with other representatives of I.G. went to the U.S.A. for continuation of the exchange of

Page	Description of document	Doc. No. Exh.
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experience, he was directed to contribute in every respect to the furtherance of the problems and to withhold nothing. Consequently a co-operation with a detailed program was agreed upon during the discussions in the U.S.A. Summing up the author states that I.G. has carried out the exchange of experience in a fair way. In case of official directives on secrecy, the partner was informed on both sides, and everybody had a proper understanding of the position. For instance the author was not shown the plants and laboratories of the Kellogg Co. because it was engaged on orders for the American army.

89	<u>Affidavit Dr. Pier of 3 January 1948.</u>	Doc. 71
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Has closely co operated with Dr. Bueteifisch regarding the international exchange of experience which was carried out most loyally: the latest results were always disclosed, and there was no directive by Dr. Bueteifisch, which would have in any way limited the free exchange of experience. "In wartime, too, we have always endeavored to act in such a way as not to offend against the spirit of the agreements."

91	<u>Affidavit Ernst Brecht of 19 December 1947.</u>	Doc. 69
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In the spring of 1940 Dr. Bueteifisch appealed to General Thomas to have the War Economics Office intervene in order to be able to continue the exchange of experience with the Standard Oil, in spite of opposition from army quarters, at the time of the European war. In order to obtain Goering's consent which was thought necessary, General Thomas requested a memorandum which was to be formulated in such a way that Goering might regard the continued exchange of experience as of advantage to Germany. In this way Goering's consent was obtained, but this implied Dr. Bueteifisch accepting a responsibility of great personal danger.

94	<u>Excerpts from "Petroleum Times" of 25 December 1943.</u>	Doc. 6
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Therein Dr. Haslam elucidates the origin of Standard's co-operation with I.G. in the hydrogenation field. Hydrogenation enabled the Allies to produce "100"-octane gasoline for their air force as well as toluol (chem.: toluene) for explosives. Oppanol (Paratone) developed by I.G. prevented the freezing of Russian tanks in coldest winter, and it was used for aeroplanes and guns of the U.S. Army. Everything was the outcome of the agreement with I.G.

Page	Description of document	Doc. No. Exh.
107	<u>Affidavit Dr. Hedwig Joehmus of 20 January 1948.</u>	Doc. 23.
	Prof. Haslam's contribution in the "Petroleum Times" of 25 December 1943 became known to I.G. during the last year of war. As there was a danger that the article might give rise to serious recriminations by the German security organs against I.G., the latter prepared, as a precaution, a rejoinder which was meant to show Haslam's expositions as being biased and was, therefore, written from an entirely one-sided viewpoint.	
109	<u>Excerpts from "Oil and Gas Journal" of 10 May 1947.</u>	Doc. 77
	Mr. Haslam denied the assertion of the U.S. Government against the heads of I.G. Farben that the agreement between Standard and I.G. had hindered certain productions in the U.S.A. which were important for the war effort. According to Haslam Standard obtained from I.G. processes of the utmost importance to the war effort, in which connection he recalled "100"-octane gasoline and Paratone.	
111	<u>Excerpts from "Buna Rubber, the Birth of an Industry" by Frank A. Howard.</u>	Doc. 263
	In his book Mr. Howard reports on the co-operation of Standard with I.G. in the field of hydrogenation. Therefrom it appears that a constant and close exchange of experience between both companies had been practised resulting in fruitful, technical development in the U.S.A., with Standard benefitting by innumerable patents and experiences of I.G. In 1938 and 1939 the sphere of agreements was extended to two important fields by the conclusion of fresh agreements which provided for continued co-operation for decades and effectively increased the working sphere of the contracting parties.	
	Howard mentions that particularly important methods for the production of high-grade lubricating oils and isooctane as well as gasolines with a high anti-knock rating were stimulated and furthered by the catalytic research work.	

CONFIDENTIAL

I.

R e p o r t
on the oil discussion in Ludwigshafen on Rhine
on 7 December 1932

Present:

from Berlin	Dr.Oster,Dr.Jacobi,Dir.Coenen Dr.Fischer
" Frankfurt on the Main:	Dr.Krekeler, Dir.Dencker,Dr.Struss
" Hoechst on the Main:	Dr.Jaehne
" Leuna:	Dr.Schneider, Dr.Buetefisch
" Ludwigshafen on the Rhine:	Dr.Goue,Dr.v.Knieriem,Dir.Brendel, Dr.Seidel,Dr.Pier,Dr.Ambros, Dr.Schoenemann
" Oppau:	Dr.Krauch,Dr.Fahrenhorst,Dr.Leppe, Dr.Wild,Prof.Dr.Grimm,Dr.Mueller- Cunradi, Dr.Goldberg,Dr.C.Mueller

.....
Page 12:

V.Report on the visit of Clark,Haslam,Hochschwender.

Dr.Pier reports:

Mr.Clark and Prof.Haslam of the Standard Oil called on us in October, to discuss important problems of the common working spheres of I.G. and Standard Oil.

As regards hydrogenation one is at the present time working in Bayway and Baton Rouge on the improvement of lubricating oil, to produce the new trade brand "Essolube" on a larger scale.

- 2 -

With particular thoroughness one is working on aromatization in connection with the production of anti-detonation gasoline, and for these purposes Standard Oil is contemplating to put into operation the plant in Baytown which is not yet completed.

We also learned that in the place of a new cracking unit Standard are contemplating the erection of a new hydrogenation plant in its refinery on the Island of Aruba (Venezuela) where, under highly propitious ^{conditions} / it is being planned to produce standard gasoline. Sales in America of the coagulation-point improving agent for lubricating oils (Pareflow) have continued to develop favorably.

The application of the polymerization product derived from Isobutylene for the improvement of lubricating oils was discussed in detail. The Standard

page 13:

desires to appear on the market with this product as a mixing component for automobile oils next year.

Standard showed particular interest for high quality lubricating oils as they can be obtained from paraffin through polymerization or volatilization.

During his visit Prof. Haslam also took the occasion to discuss with various IG plants a considerable number of problems of the crude oil industry. Thus he

- 2 -

for example, the problem of finding suitable stabilizers for benzine and for lubricating oils. One is also interested in finding good dyestuffs for gasoline and lubricating oils for which there would be a good market. An important problem is the exploitation of the huge quantities of natural gases and refining waste gases.

In Leuna the Alkacid pilot plant for the purification of gases carrying sulphurated hydrogen and carbonic acid was inspected in addition to the hydrogenation.

Among other things the improvement of lubricating oils through the addition of cellulose derivatives was discussed in Wolfen.

There was a conference in Leverkusen on Buna-rubber.

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- - - -

I, Dr. Kurt Hartmann, Assistant to the Defense Counsel, Attorney Henze, in Case VI of Military Tribunal VI, confirm that the above document is a true and correct copy, in extract, of the original of the memorandum covering the oil discussion of 7 December 1932, i.e. excerpts of pages 1, 12 and 13.

Nuremberg, 31 January 1948

(signed) Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

E x t r a c t , i n _ p a r t .

(OF DOC: DR. BUETEFISCH NO. 54
6th Oil Discussion of 7 December 1933).

.....

page 30:

2.) Discussions covering other fields. Ringer.

Professor Haslam's visit to us lasted from 20 to 29 November 1933. In addition to various questions pertaining to hydrogenation the following common working spheres of Standard and IG were discussed with him:

a) Processes so far contributed to Jasco:

Acetylene project and Paraffin Oxidation.

Operations for the manufacture of acetylene on an experimental basis were started last year. A crude gas is obtained which contains 14% acetylene, plus Homologues. The capacity of the electric arcs is 10% higher than had been assumed in the calculation.

Continued processing of Acetylene into Acetaldehyde acetic/has been in progress since the middle of this year. Standard is satisfied with the results of experimental operations, which in most steps coincide with the calculations

Page 31:

As regards paraffin oxidation some essential improvements were made in recent times by Oppau, such as saponification at high temperatures under pressure, distilling off what is unfit for saponification, manufacture of alcohol sulphonates. Studies are being made to find out to what extent the improvements should be introduced in the experimental plant at Baton Rouge.

.....
b) Oppanol

The polymerization product termed Oppanol, of complex molecular structure derived from Isobutylene has been manufactured from tertiary Butyl Alcohol, since about the middle of this year, in a pilot plant at Bayway. The output capacity amounts to approximately 1.5 tons per day. In the course of this winter a lubricating oil called Uniflow, containing an Oppanol admixture, is to be put on the market by the Pennsylvania Lubricating Oil Co.

Page 32:

.....
Unless shortcomings become manifest in the practical application of the lubricating oil to which Oppanol has been added, Standard will launch its own advertising campaign.

Standard is also contemplating selling Oppanol concentrate later on to the other oil companies.

The license fees for Oppanol have not yet been fixed. The license fees go to SIG, in so far as Standard uses Oppanol for its own lubricating oils; otherwise to Jacco.

c) Voltol.

Lately Standard has shown great interest in lubricating oils containing Voltol, as Voltol oils of Shell and "Elektrion", a firm in Ghent, are said to have proven very satisfactory, particularly with regard to "ring sticking" in the case of aviation oils.
The Vol-

DOCUMENT BOOK VI -BUSTEFISCH No.54
EXHIBIT No.

tol oils contain approximately 5% voltolized mineral
oil and 5% voltolized fatty oil. Standard has asked
IG for its cooperation in this field.

Siemens has the greatest wealth of apparatus experience. It should be investigated whether Siemens would be interested in cooperating with IG and Standard in the Voltol sphere, subject to certain restrictions.

d) Dyestuffs for lubricating oil and Gasoline,
Anti-Oxydation Agent.

The Dyestuffe Application Department (Coloristische Abteilung) Lu is now developing lubricating oil dyestuffs which are satisfactory and of which Standard
page 33:

has a favorable opinion. Prof. Haslam has taken samples along.

Our gasoline dyestuffs have not as yet found a market with Standard. Prof. Haslam pointed to the fact that in USA approximately 80% of the gasolines are being dyed. Of this business IG is getting not more than 2%.

.....

Page 34:

f) Insecticides

Standard have some financial interest in the California Spray Co. which sell insecticides - mostly those having a basis of emulsified oils - all over the world. In view of IG's interest in this field Haslam proposes that there should be cooperation ...

.....

I certify that the above is a correct extract of Doc. Dr. Buete fish No. 54.

Nuremberg, 27 February 1948

(signed) Werner Bress
(Werner Bress)

Inspector, Assistant Defense Counsel in Case VI

results of the discussions with Mr. Howard in Ludwigshafen and Heidelberg on 5, 6, 7, and 8 February 1938.

Particular results of the negotiations.

.....6.) Exchange of experience and government intervention:

Mr. Howard at one time mentioned the very interesting point that Mr. Russell had been instructed by the government not to disclose a certain process in the field of hydrogenation which was not specified by Mr. Howard. This request was later withdrawn, however, upon protest by the Standard.

Signed: Luden. Signed: Ringer.

..... This is a literal extract from the file report concerning the results of the discussions with Mr. Howard in Ludwigshafen and Heidelberg on 5, 6, 7, and 8 February 1938.

Muernberg, 5 February 1948.

Lr.
signed: Hans Flaechner.
(Lr. HANS FLAETSCHNER)

The above excerpt stems from the file report on the discussions with Mr. Howard on 5, 6, 7, and 8 February 1938 which are in the documents of the Badische Anilin- and Sodafabrik, Ludwigshafen on Rhine, High Pressure Experimental Department. The excerpt corresponds literally with the original before me.

Muernberg, 28 February 1948.

Signed: Werner Bross
(Werner Bross)

Assistant Defense Counsel
in Case No. VI.

A F F I D A V I T

I, the undersigned Dr. Karl Holdermann, Heidelberg, Schroederstr. 64, having been duly warned that I render myself liable to punishment for making a false affidavit hereby declare on oath that my statements are the truth and were made to be submitted in evidence to the Military Tribunal at the Palace of Justice in Nuernberg, Germany.

I was born in Karlsruhe, Baden, in 1882, studied chemistry at the Technical College in Karlsruhe, graduated as a doctor of engineering with honors in 1904, joined the Badische Anilin- & Soda Fabrik, Ludwigshafen on Rhine in 1906, was employed in the patent department, made procurist in 1920, and became director and chief of the patent department in 1929 until the end of 1946 when I retired on a pension.

In the course of my work in the patents department I had : to supervise the preparation of the agreements with Standard Oil (New Jersey), in particular the so-called Four-Party-Agreement, and I am thoroughly familiar with these agreements.

According to the Four-Party-Agreement the I.G. Farbenindustrie had to transfer those of its patent rights, applying to patents and patent applications outside Germany to the Standard I.G. which wholly or principally relate to the "hydro-carbon field" specified in the agreement. In paragraph II under A it reads: "I.G. hereby assigns and agrees to assign to S.I.G. all of its patent rights outside of Germany which relate wholly or principally

to the hydro-carbon field". According to this clause I.G. transferred to S.I.G.

2770 patents and patent applications

from the inception of the agreement to the outbreak of war in 1941 according ^{to} existing lists which I have examined.

Formally the transfer was partly made to the International Hydrogenation Patents Co. (IHP) in Vaduz (Liechtenstein) or related companies. This was done for the purpose of simplification since the patent rights to be transferred to S.I.G. by I.G. and referring to the "hydrogenation process" defined in the agreement, had to be further transferred by the S.I.G. to I.H.P. or related companies. Hence a direct transfer from I.G. to I.H.P. or related companies avoided the transfer via the S.I.G.

The Four-Party-agreement, moreover, contained stipulations regarding the patent rights of I.G. which did not wholly or principally refer to the "hydro-carbon field" but, to a considerable extent were also used for other purposes. Concerning this the agreement stipulated in paragraph II B:

"Under I.G.'s patent rights outside of Germany which are useful in the hydrocarbon field, but are also useful to a substantial degree in other fields, I.G. grants and agrees to grant S.I.G. an exclusive license (excluding also I.G.) and right to license others but only in so far as they are useful in the hydrogenation field."

These patent rights therefore were not transferred but merely

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licensed. Their number totalled in all countries (i.e. excluding Germany) :

929.

I hereby confirm the correctness of the above statement.

Ludwigshafen on Rhine, 24 January 1948.

signed: Dr. Karl Holdermann.

Sworn to and signed before me, at Ludwigshafen on Rhine this 24th day of January 1948 by Herr Dr. Karl Holdermann, residing at Heidelberg, Schroederstrasse 64, known to me to be the person making the above affidavit.

Ludwigshafen on Rhine, 24 January 1948.

signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

Assistant Defense Counsel
in Case VI.

I hereby confirm that this is a true and correct copy of the original document before me.

Kuornberg, 24 February 1948.

signed: Dr. Hans Flecksner,
Attorney.

Excerpt from document Lr. Ruetefisch No. 116:

(Sparte Oil Conference on 22 Dec 1937),

... ..

Foreign plants.

As to development abroad the Paris Mineral Oil congress ought to be mentioned in the first place. One day of this was devoted to hydrogenation. We gave three lectures, one by professor Lr. Wilke, Oppau, and two by Director Lr. Pier. Also the Standard Oil Co. and Shell discussed the production of aviation gasoline by hydrogenation. The next world mineral oil congress is to be held in Berlin.

There are 2 installations of Standard Oil abroad, Bayway and Baton Rouge, at which aviation gasoline is being produced by means of diluted catalysts. I.C.I. of Billingham likewise recently adopted the diluted catalyst. I.C.I. are most satisfied and are supplying better gasoline than the oil companies.

Holland has an iso-octane plant in Pernis, and another one is being built in Persia at Abadan. In Italy, too, in the middle of next year, 2 hydrogenation plants for 120 000 tons per annum of gasoline are to be put into operation, one utilising Albanian crude oil, and the other Roumanian Pacure (Bari and Livorno). In France the INEC has concluded a preliminary agreement for the production of 60 000 tons of aviation gasoline a year from French coal.

Experiments are to start early in 1938 in Ludwigshafen, but the permit from our government for the production of the aviation gasoline is still missing. Besides, negotiations were underway with Czechoslovakia, Hungary, Norway, Japan, and China.

Permission to produce aviation gasoline in China has been
granted.

... ..

* * * * *

This is a literal extract from document Lr. Buotefisch
No. 118.

Nuernberg, 25 February 1948.

signed: Werner Bross, Assessor,
(Werner Bross)

Assistant Defense Counsel in

Case No. VI.

Excerpts from lectures by Dr. M. P i e r
given at the world mineral oil congress in Paris on
14 to 19 June 1937.

Synthetic Motor Fuels and Oils.

... ..
Thus the synthetic processes for the production of fuels, oils,
and special products have found wide adoption in many especially
European countries. They are, in particular, the processes for
catalytic pressure hydrogenat^{tion}ion and gasoline synthesis according to
Fischer-Tropsch. The process of catalytic pressure hydrogenation is
applied in Germany and England to lignite and hard coal, in the
United States of North America to oils on a large industrial scale;
apart from Germany, Italy and other countries installations are being
built. The Fischer-Tropsch process has been adopted in Germany on a
large industrial scale. Other installations, i.e. one in France are
in course of construction.

... ..
The two decisive reactions, hydrogenation and cracking, may be con-
trolled and influenced independently of one another in a manner of
speaking. It is therefore possible to determine the class and the
character of the finished products in a large measure. Thus, at a high
pressure and with powerfully hydrogenat^{ion}ion catalysts, the hydrogen
content only may be increased without much cracking, a working method
specifically employed for the production of lubricants, diesel oil
and paraffin. Powerful cracking catalysts have a high yield of
gasolines of a high anti-knock value which do

- 2 -

not require refining. At a higher temperature gasolines deficient in hydrogen are obtained with suitable catalysts, which are rich in aromatics and possess a high octane figure.

The catalysis which has found an important application in the conversion of oils by means of pressure hydrogenation, could be extended likewise to various processes for the improvement of the anti-knock properties of motor fuels. In the cracking of gasolines it has recently been aimed at to obtain high-octane gasolines with a higher yield by the use of catalysts. Also in the case of well-known reforming process an endeavour is made to improve on the results obtained with the purely thermal method by the employment of catalysts.

To an increasing extent the gaseous hydrocarbons having 2 to 4 carbon atoms as occurring ⁱⁿ natural gases, in cracking, and in synthetic processes, are utilised for the purpose of motor fuel. Thus propane and butene are used as motor fuel gas in various countries. Moreover, promising processes for the production of polymerised gasolines from hydrocarbons having 2 to 4 atoms, have been developed, and are already being used industrially on a large scale. The gasolines produced in this way are distinguished by their high anti-knock qualities.

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- 3 -

Of particular importance for the production of aviation gasolines is the polymerisation of iso-butylene with subsequent hydrogenation of the di-iso-butylene into iso-octane. In a similar manner mixed polymerisates may be obtained from isobutylene and ordinary butylenes, which former yield products of almost identical properties after hydrogenation. The Synthesis and more particularly the catalytic synthesis has thus been adopted by the oil industry in different ways. In this way the raw material basis was materially broadened, on the one hand, and on the other the output and the quality of the products could be increased and production adapted to the varying requirements of the market.

... ..

Localised catalysts in high-pressure hydrogenation.

... ..

Summary:-

It has been explained that greater efficiencies may be obtained by means of localised catalysts than by means of those finely distributed. If in the early stages of catalytic high pressure hydrogenation the application of localised catalysts was very large and important, it was steadily extended in the course of development, and to-day embraces a large portion of the entire yield of catalytic high pressure hydrogenation. At the present time not only low-boiling components, such as gasoline and oils of medium boiling point, but heavy and even asphaltic products as well may be hydrogenated in this way. Equally^{as} multifarious as the raw materials are the final products, obtainable with localised catalysts, i.e. from the ultra-anti-knock gasoline to ignitable gas oil and lubricating oil with an even temperature-viscosity curve. The great variety of the products

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is due to the catalyst permitting the different working methods, such as cracking hydrogenation, refining, pure hydrogenation, or even dehydrogenat^{ion} according to its nature and the conditions under which reaction takes place.

Despite this variety in products and reactions basically, the identical high pressure equipment may be used.

... ..
It is hereby certified that the above extracts have been taken literally from the special reprints of "Oel und Kohle" (Oil and Coal) Organ der Deutschen Gesellschaft fuer Mineraloelforschung, Berlin NW 7, Lorotheenstrasse 40, Union Deutsche Verlagsgesellschaft, Berlin Roth & Co., SW 68, Alexandri-
nenstrasse 108, issue 24/June 1937 and 37/October 1937 the original of which I have before me.

Nuernberg, 19 February 1948.

signed: Dr. Kurt Hartmann

(Dr. Kurt Hartmann)
Assistant Defense Counsel
in Case No. VI

Y E A R B O O K
of the German
M I N E R A L O I L E C O N O M Y

Published
in collaboration with the
ECONOMIC GROUP FUEL INDUSTRY
and the
SPECIAL GROUP MINERAL OIL
by
KARL-HEINRICH v. THUEMEN
Expert at the Reich Ministry of Economy

Edition 1939/40

Natural Science and Technology
Publishers Fritz Knapp, Frankfurt/Main

511

. Petroleum-World-Congress III.

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E. PETROLEUM-WORLD-CONGRESS III.

Berlin 1940, 9 - 15 June

General secretariat: Berlin N7 7, Dorotheenstrasse 36,
F. 11 13 63

Patron: Minister President Field Marshal, Goering.

Honorary President: Reich Minister of Economy and Presi-
dent of the Reichsbank, Funk.

President: Professor Dr. Alfred Bontz, Deputy of Minister
President Field Marshal Goering, for the
Furtherance of Oil Production.

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Vice-Presidents:

Dr. E.R. Fischer, as general representative of the President,
Professor Dr. A.W. Schmidt for special scientific work,
Direktor Hans Brochhaus, for financial and organizational problems.

Secretary-general: Dipl. Int. Herbert Kahne.

According to the decisions and recommendations made during the Paris congress the research work carried out by the first Petroleum-World-Congress in 1933 in London and the second Petroleum-World-Congress in 1937 in Paris is to be continued during Petroleum-World-Congress III in Berlin. Hence, the congress in Berlin will deal with all scientific, technical and economic questions pertaining to petroleum.

The special scientific work of the congress has been divided into 7 sections.

1. Geophysics, geology and drilling technique.
2. Refining and extraction.
3. Manufacture and conversion.
4. Testing and application.
5. Apparatus and machine construction, raw materials, raw material protection (corrosion).
6. Transport, storage, distribution.
7. Economy, law, statistics and general problems.

General reporters are to lecture on the extensive problems of the different special branches; special technique questions will be dealt with in individual lectures and in subsequent discussions by the committees and sub-committees.

To supplement the scientific work of the congress plans have been made for technical inspections and information trips, which will be made to the German mineral oil fields and to the

refineries and synthetic fuel- and lubricant plants inside Germany.

The scientific program of the congress will be embellished by receptions, festivities, excursions and social gatherings. These arrangements were made to give the participants ample opportunity for personal contact and interchange of ideas also outside the scientific meetings.

A special event has been scheduled to take place in Vienna prior to the opening of the congress in Berlin; arrangements have also been made for Cologne subsequent to the inspections and the information trips after the congress, where all those, visiting the International Transport Exhibition, taking place in Cologne at that time, will be brought together once more.

Page 513:

Applications for participation and also for lectures and reports must be directed to the Secretariat General.

Dead-line for lectures is 1 February 1940, for participation 1 April 1940.

.....

-.-.-.-.-

I certify this to be a literal and correct copy of the above document:

Nuernberg, 28 February 1948

signed: Dr. Hans Flachsner,
Attorney-at-Law.

DOCUMENT BOOK VI BUETEFISCH No. 289
EXHIBIT No.

I, Kurt Hartmann, Assistant Defense Counsel in case VI, confirm hereby that above photostatic copy Bue, 289 has been taken from the original of the book

"Year Book of the German Mineral Oil Economy"

by Karl-Heinrich Thuemen, edition 1939/40, publishers Fritz Knapp, Frankfurt/Main which I have before me.

Muernberg, 1 March 1948.

signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann

Excerpt from the minutes of the 4th Vorstand meeting
on 16 September 1938, 9.30 a.m. in Heidelberg.

Item 5) on the agenda:

Hydrogenation and Oils.

Dr. BueteFisch reports that the extensive and extremely difficult negotiations with the Ruhr-Chemie concerning the Fischer-process have now been concluded and requests permission to sign. After Dr. von Knieriem has made some supplementary remarks this permission is granted.

Subsequently Dr. BueteFisch reports on contract negotiations with the Standard Oil concerning the field of catalytic cracking, which constitutes a new development in oil chemistry. We have promised our co-operation in this field on the condition that we shall derive benefits from it in the form of special license fees. Dr. v. Knieriem mentions in this connection that certain guiding principles for the extension of the Standard-Oil contract beyond the year 1947 can be perceived even now.

Dr. BueteFisch finally reports on the present fuel situation in Germany and also on the nitrogen situation. Nitrogen production can hardly keep pace with the increase in demand.

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Geheimrat Schmitz mentions that the Peclitz hydrogenation plants are to be financed by means of two loans for which a participatory guaranty on the part of I.G. will be accepted. This question still requires thorough examination.

This is to certify that the above excerpt was taken from "Minutes of the 4th Vorstand meeting in Heidelberg on 16 September 1938, 9.30 a.m." of which I have a photostatic before me.

Nuernberg, 15 January 1948.

signed: Dr. Hans Flaechener
(Dr. Hans Flaechener)

M i n u t e s

of the 5th Vorstand meeting in Berlin on 21 October 1938,
11 a.m.

All Vorstand members are present with the exception of:

Dr. Krauch
Consul-General Mann
Dr. Walther,

furthermore Geheimrat Prof. Dr. Bosch of the Aufsichts-
rat.

.....

Item 6) on the agenda:

Hydrogenation: Contract on Fischer-Synthesis.

In connection with his expositions made at the
last Vorstand meeting Dr. Buetafisch furnishes further
details concerning the contents of the contract concluded
with the Ruhrchemie and the numerous contracts which are
to be drawn up - mainly with Standard Oil and Shell -
as a result of this agreement in regard to the Fischer-
process field. The Vorstand approves.

... ..

I, Dr. Kurt Hartmann, assistant to the Defense
Counsel, Attorney-at-Law, Helmuth Honze, in case 6
before tribunal VI, testify that the above document is
a literal excerpt copy of pages 1 and 4 of the minutes
of the 5th Vorstand meeting of 21 October 1938, a
photostatic copy of which I have lying before me.

Nuernberg, 12 February 1948.

signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

Dokument Bustefisch Nr. 25

Exhibit Nr.

ACTIVITIES
OF
I. G. FARBENINDUSTRIE A.G.
IN THE
OILS INDUSTRY

ECONOMICS DIVISION
DECARTELIZATION BRANCH
CONTROL OFFICE

I. G. FARBENINDUSTRIE A.-G.
U.S. ZONE

15 JUNE 1946

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The report was prepared by German personnel of the former I.G. Farbenindustrie A.G. under the direction of the I.G. Farben Section, Decartelization Branch, Economic Division for survey information of interested agencies.

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This document entitled, "The Activities of the former I.G. Farbenindustrie A.G. in the Oils Industry", was prepared by German personnel of the former I.G. Farbenindustrie A.G. under the direction of Mr. Louis Lusky of the I.G. Farben Section, Decartelization Branch, Economics Division, of the Office of Military Government for Germany (U.S.). It is a compilation of technical and commercial arrangements between the former I.G. Farbenindustrie A.G. and companies in and outside of Germany in the oils field.

The document is based on voluminous records of the former I.G. Farbenindustrie A.G. and on interrogations of executives and technicians of the former I.G. Farbenindustrie A.G. The two certificates attached to the document indicate the contribution made by two I.G. Farben personalities involved in the Oils Industry.

The document is intended primarily for the information of the I.G. Farben Control Office of the Decartelization Branch and the Committee of Control Officers for the I.G. Farbenindustrie A.G.

OILS: Contract No. 13.
=====

1. Name and Maincard Number: Hydrocarbon Synthesis Agreement,
No. 1911 (uawirtschaften file).

2. Products Covered: Hydrocarbon mainly of the
Petroleum type.

3. Date: 7 October 1938.

4. Parties:

(a) N.V. De Datasische Petroleum Maatschappij and Shell
Development Co.

acting on behalf of and warranting that the follow-
ing companies would assume the obligations of this
agreement:

(i) N.V. Koninklijke Nederlandsche Maatschappij
Tot Exploitatie van Petroleumbronnen in Ne-
derlandsch-Indië.

(ii) The Shell Transport and Trading Co.

(iii) Shell Union Oil Co.

(together referred to as Shell).

(b) Standard Oil Co. (N.J.) (Standard)
partly represented by Standard Oil Development Co.

(c) The M.W. Kellogg Co. (Kellogg)

(d) I.G.
partly represented by Ammoniakwerk Borsdorf
G.m.b.H. (I.G.)

These four parties are referred to in the Agreement
and in this memorandum as "the Partners."

(e) Ruhrchemie A.G. (Ruhrchemie)

(f) Standard - I.G. Co.,
warranting that Standard and I.G. would assume the
obligations of this agreement.

(g) Hydrocarbon Synthesis Co. (USAC)
(the patent holding company for the hydrocarbon syn-
thesis process for U.S.A. and Canada).

- (h) International Hydrocarbon Synthesis Co. (IHS)
(the patent holding company for the hydrocarbon synthesis process for the world outside of U.S.A., Canada and Germany).
- (i) International Hydrogenation Patents Co. (IHP)
(the patent holding company for the hydrogenation process for the world outside of U.S.A., Canada and Germany).

The wholly owned subsidiaries of all parties listed above are included in the agreement.

The contractual rights and obligations of the parties to this agreement are embodied in two groups of separate agreements. The first group, to which Ruhrchemie is a party or by which Ruhrchemie is concerned are the separate agreements between:

- (i) USAC and Partners
- (ii) USAC and Ruhrchemie
- (iii) Partners and Ruhrchemie
- (iv) Partners and IHP
- (v) IHP, Ruhrchemie and IHS
- (vi) USAC and IHS
- (vii) IHS and Partners.

These seven separate agreements were governed by an Interdependence Agreement, assuring Ruhrchemie that nothing in any of the separate agreements should be changed without its consent.

The second group comprises three separate agreements, which do not concern Ruhrchemie.

- (i) Agreement between Standard, S.I.G. and I.G.
In this agreement the relations between Standard and I.G. in the hydrocarbon synthesis field and the royalty participations of I.G. were settled.
- (ii) Partners' Internal Agreement.
This agreement represents an internal arrangement between the four Partners.
- (iii) Internal Agreement between IHP, Shell and S.I.G.
This agreement covers all obligations and rights of IHP, Standard, Shell and I. . . for the

world outside of U.S.A., Canada and Germany, which do not concern Kellogg.

The following memorandum describes the situation as created by the total of these separate agreements.

5. General Purpose and Background: Ruhrchemie A.G., a corporation in the Ruhr, owned mainly by the Ruhr coal producers, acquired from Dr. Franz Fischer the so-called Fischer process, developed it further, and exploited the process in the entire world, especially in Germany. The Fischer process is a hydrocarbon synthesis process used mainly for the production of motor fuels.

The process is different in principle from the hydrogenation process developed by I.G. In the hydrogenation process, the raw materials - coal and heavy oils - are directly converted into lower boiling hydrocarbons by action of hydrogen under high pressure, whereby the original molecules are broken down to the desired product. The Fischer process uses as starting material a mixture of carbon-monoxide and hydrogen. This mixture - the synthesis gas - is built up under low pressure to a mixture of hydrocarbons consisting mainly of motor fuels and 10% of paraffin. The synthesis gas can be and has been normally produced in Germany from coal; however, it can be furthermore advantageously produced from methane or natural gas.

Compared with the hydrogenation process, the hydrocarbon synthesis process produces a gasoline which is much lower in knock-rating (octane number about 58-60 as against 68-72). The gas oil has a good quality. The synthesis products are partly valuable as raw materials in the chemical field. On account of the quality of the gasoline and for some other technical reasons, the Fischer process has not been very successful. In Germany about 50% of the total motor fuel production was produced by hydrogenation as compared to about 10% by the Fischer process.

In spite of this situation, there are some strong pos-

sibilities that the process, after further development and improvement, will be applied in oil producing countries, especially in U.S.A. As mentioned above, the synthesis gas can be advantageously produced from natural gas. A profitable hydrocarbon synthesis process therefore would meet an urgent requirement of the oil industry to make use of large quantities of natural gas heretofore wasted. So far as known here, governmental restrictions prevent the exploitation of certain oil fields with a high gas-to-oil ratio unless the gas is reasonably exploited.

Especially Kellogg in 1935/36 had realized this situation and had undertaken research work of its own. Kellogg urged Standard and I.G. to combine in research work and actively to investigate the possibility of a large scale application of the hydrocarbon synthesis process in the oil industry. I.G. had carried through considerable research work in the hydrocarbon synthesis field with technical methods different in principle from those of Ruhrchemie. Furthermore I.G. had developed a very satisfactory process for the production of carbon-monoxide and hydrogen from methane and natural gas. This process is technically widely applied, e.g. at Baton Rouge (La.) and Bayway (N.J.). In spite of this situation, I.G. felt that an arrangement with Ruhrchemie as the pioneer in this field should be made, and Standard agreed.

As noted above, the hydrocarbon synthesis process is different in principle from the hydrogenation process developed by I.G. Yet, when used for the production of the major products of the oil industry, it is a "hydrogenation process" according to the definition of the Four Party Agreement (Oils: Contract No. 1, Par.13 (a) (ii)). The rights of I.G. therefore belonged to S.I.G. for the world outside of Germany. Shell as partner of Standard in the hydrogenation field had to be involved in any arrangement for a hydrocarbon synthesis process. Accordingly the group of parties for a deal with Ruhrchemie were Kellogg, Standard, I.G. and Shell. The primary interest of these parties was to make an arrangement with Ruhrchemie for U.S.A. and Canada, to provide for technical cooperation and to

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start large scale research work along basically new lines in U.S.A.

However, any such agreement with Ruhrchemie could not be restricted to U.S.A. and Canada. The reason for this was that up to the time when this agreement was concluded, the Ruhrchemie process was in competition with the hydrogenation process when starting from coal. The hydrogenation process for the world outside of U.S.A. and Germany is owned by Standard and Shell and licensed by IHP, Kellogg, I.G. and the oil companies expected as a result of the proposed research program to improve greatly the technical value of the hydrocarbon synthesis process in two directions; first in the synthesis process itself, and second by applying the technical experience of the oil companies in the processing of the primary products obtained in the synthesis. The development work was to be carried through in cooperation with Ruhrchemie. In some way or other the experience and patents for the expected improvements had to be allocated for the world outside of U.S.A. The Partners of USAC could not leave these rights to Ruhrchemie without reasonable compensation, and have this process, largely improved by them, exploited in competition to their hydrogenation process. On the other hand a fair arrangement could not be made except through a deal which included Ruhrchemie, as Ruhrchemie expected to cooperate in such development and as Ruhrchemie could maintain that the improvements would be an outgrowth of the pioneer work done by it. (It may be mentioned that, as a matter of principle, I.G. would have refrained from making an arrangement whereby Ruhrchemie would have had no participation in the rights for such improvements, considering such a deal not fair to the original owner of the process, and furthermore because of the possibility that I.G. might be criticized in Germany for developing and exploiting the process with foreign companies at the expense of the German company which had originally invented and developed this process).

The agreement therefore was broadened to cover the entire world outside of Germany.

In general, the Hydrocarbon Synthesis Agreement, through

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the series of separate agreements mentioned in Par. 4, provided for territorial divisions, the organization of patent holding companies (USAC for U.S.A. and Canada, IHS for the world outside of U.S.A., Canada and Germany), research work, technical cooperation between the parties and the allocation of patent rights. It furthermore stipulated in general the licensing policy, a pooling arrangement between IHS and IHP for the world outside of U.S.A., Canada and Germany, and the participation of the parties in the royalty revenues.

6. Territory Affected by the Agreement: The entire world.
7. Territorial Restrictions: The allocation of patent rights as fully described in Par. 13 resulted in the following territorial divisions for the exploitation and licensing of the process:

U.S.A. and Canada,
World outside of U.S.A., Canada and Germany,
Germany.

For U.S.A. and Canada and for the world outside of U.S.A., Canada and Germany patent holding companies (USAC and IHS respectively) were organized and held exclusive licensing rights for the hydrocarbon synthesis process with certain exceptions for IHS as described in Par. 12 and 13 (Reserved Countries).

For Germany Ruhrchemie kept its rights and made a separate agreement with I.G. (Oils: Contract No. 14) to cover additional patent rights and technical improvements flowing through the Hydro-carbon Synthesis Agreement from the world outside of Germany to I.G. for Germany.

8. Sales Quotas: None.
9. Production Restrictions: None.
10. Price Restrictions: None.
11. Allocation of Orders: None.
12. Pooling of Proceeds: The agreement provided for the pooling of royalty revenues of IHP (the patent holding com-

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pany of the hydrogenation process for the world outside of U.S.A., Canada and Germany) and IHS.

The following royalty revenues were to be pooled:

- (i) All licensing income of IHS.
- (ii) From IHP, the income from future licensing of the hydrogenation process for the production of the major products of the oil industry except fuel oil, but only insofar as the hydrogenation process is applied to coals and tars. The royalty participation of ICI (about 10%) should be deducted from the amounts to be pooled. Licensing income from hydrogen production processes should not flow into the pool. Furthermore royalty revenues of IHP from certain so-called Reserved Countries were excluded. Reserved countries were those countries for which Ruhrchemie prior to this agreement had disposed exclusively of its rights (Japan, Russia) or for which it had granted to a third party options to exclusive rights (South Africa). For these Reserved Countries IHP and the Partners did not grant their rights in the hydrocarbon synthesis field to IHS and consequently IHS did not hold any rights for Reserved Countries.

The pooled amounts should be distributed between IHS and IHP as follows:

Up to	£ 1,600,000	70% to IHS and 30% to IHP.
The next	£ 800,000	60% to IHS and 40% to IHP.
Thereafter		40% to IHS and 60% to IHP.

13. Provisions as to Patent Rights:

(a) Fields of the agreement:

- (i) The hydrocarbon synthesis process was defined for the purpose of this agreement as any process for the production of hydrocarbons by conversion of hydrogen and carbon-monoxide and/or carbon dioxide contained in gas mixtures. Process

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for Feinreinigung* (sulphur removal) of the synthesis gas and for the production and regeneration of the catalysts were included.

- (ii) The grants of the Partners for the defined hydro-carbon synthesis process were limited to the production of hydrocarbons of the petroleum type. Hydrocarbons of the petroleum type are defined as the major products of the oil industry and include furthermore all mono-olefines. No such limitation to petroleum type hydrocarbons was imposed on the grants of Ruhrchemie. Furthermore it was likely that the combined research work would incidentally result in processes useful at the same time in the chemical field. Consequently USAC and IHS would own rights for processes to produce other products than petroleum type hydrocarbons. The agreement took care of this situation by special provisions as to rights and royalty participations of the Partners if the process should be used for the direct production of chemicals or if the primary products obtained in the synthesis process should be converted into chemicals.
- (iii) The grants of the parties, excluding Ruhrchemie, included processes for the production of synthesis gas, which are defined as any process for the production of gas mixtures containing hydrogen and carbon monoxide and/or carbon dioxide suitable as raw materials for the hydrocarbon synthesis process.
- (b) Allocation of patent rights:
- (i) U.S.A. and Canada (USAC territory):
- (I) The Partners, i.e. Standard and I.G. (via S.I.G.) Shell and Kellogg, granted to USAC for U.S.A. and Canada exclusive rights (patent rights and technical experience) for the hydrocarbon synthesis process (but only for the production of hydrocarbons of the petroleum type) and for the production of

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synthesis gas. These grants were exclusive subject to the right of each Partner to license under its own rights any of its subsidiaries who should ratify this agreement, and furthermore subject to the right of each Partner to grant non-transferable non-exclusive licenses to third parties against certain payments to the parties as described in section (e) of this paragraph.

- (II) Ruhrchemie placed all its U.S.A., and Canadian rights in the hydrocarbon synthesis process exclusively at the disposal of USAC. This grant is not restricted to hydrocarbons of the petroleum type.

Ruhrchemie furthermore agreed to grant exclusive rights to USAC on reasonable terms in any synthesis gas production rights it might own or acquire during the lifetime of the agreement.

- (III) IHP and IHS assigned to USAC exclusively their U.S. A. and Canadian rights in the hydrocarbon synthesis process without any restriction. In addition, IHP assigned corresponding rights for the production of synthesis gas.

- (ii) World outside of U.S.A., Canada and Germany:
(IHS and IHP territory).

- (I) The Partners and USAC assigned to IHP their rights relating to the hydrocarbon synthesis process for the production of hydrocarbons of the petroleum type (USAC without this limitation) in all countries of the world except U.S.A., Canada and Germany. A similar grant was made with respect to processes for the production of synthesis gas. The Partners except Kellogg reserved the right to use their own patents and license them to ratifying subsidiaries.
- (II) Ruhrchemie assigned exclusively all its rights relative to the hydrocarbon synthesis process to IHS without limitation, but excluding all those countries

for which Ruhrchemie had granted prior to this agreement exclusive licenses or options to exclusive licenses (so-called Reserved Countries)

Ruhrchemie furthermore agreed to make available on reasonable terms to any licensee of IHS any process for the production of synthesis gas which it should own.

(III) IHP made exactly the same grants to IHS as Ruhrchemie did. Accordingly IHP kept the rights in the hydrocarbon synthesis process, obtained from the partners and USAC, for the Reserved Countries; and furthermore it kept the rights in processes to produce synthesis gas.

(iii) Germany:

Standard, Shell, Kellogg, USAC, IHP and IHS granted exclusive licenses to I.G. for the hydrocarbon synthesis process (Standard, Shell and Kellogg for hydrocarbons of the petroleum type only) and processes for the production of synthesis gas (except IHS). The rights obtained from Standard and Shell were subject to the grantor's reserved right to use their own patents and to grant licenses thereunder to one another.

Note: The foregoing rights obtained by I.G. are involved in a separate agreement between Ruhrchemie and I.G. (Oils: Contract No. 14).

(c) Restrictions in licensing:

For licensing purposes and for defining the production rights of the Partners the agreement distinguished between the following cases in the use of the process:

Firstly: Major oil products are produced directly or after further treatment of the primary products obtained in the synthesis.

Secondly: Major oil products of the normal type and monoolefines are produced as primary products and

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converted by further treatment into chemical products.

Thirdly: The primary products produced have a composition somewhat but markedly different from major oil products and are converted into chemical products.

Fourthly: Chemical products are directly produced.

(i) Licenses to third parties:

There were no restrictions on licensing to third parties in case firstly, but the licensing companies (USAC) and IHP/IHS and I.G. in Germany) should endeavour to obtain from the licensee corresponding royalty free transferable licenses, exclusive if possible. In cases secondly, thirdly and fourthly the grants of licenses to third parties were dependent on the approval of Standard, Shell and I.G.

(ii) Licenses to the Partners:

Kellogg was entitled to licenses only in certain countries in Texas where it had already acquired certain gas-producing properties. In other words, it was not to increase the scope of its oil production business. Licenses to Kellogg were to be limited to case firstly.

I.G. should not obtain licenses outside of Germany in case firstly.

In cases secondly and thirdly, Standard, Shell and I.G. should confer with one another before the use of the process by one of them in the world outside of Germany, and try to reach an agreement by which any prejudice to the interests of one of the parties should be avoided.

For the use of the process in case fourthly by Standard, Shell and I.G., the approval of the two other Partners was required.

(d) Functions of USAC and IHS:

- (1) USAC: The four Partners had agreed on close technical cooperation in the development of the hydrocarbon synthesis process, including the production of synthesis gas, and had decided to set up an extended research program. To that end a patent holding company, the Hydrocarbon Synthesis Co. (USAC), had been organized for USA and Canada. Each of the Partners was entitled 25% of the shares of USAC. The shares of Standard and I.G. were held by S.I.G. as the owner of the rights of these two companies in this field. As mentioned before, the hydrocarbon synthesis process is a (hydrogenation process) according to the definition of hydrogenation in the Four-Party Agreement. The position of I.G. in USAC therefore was dominated by its contractual obligations resulting out of the Four-Party Agreement, except for the use of the process for the production of other than major oil products. Furthermore, I.G. agreed to assign to USAC its rights in this field up to December 31, 1952, whereas the Four-Party Agreement could terminate on 31 December 1947. In consideration of these two Exceptions S.I.G. agreed that the members of the board of USAC to be elected by S.I.G. should be designated half by Standard and half by I.G. with the understanding, however, that this arrangement should not affect the right of Standard to control 50% of the voting stock of USAC, insofar as it otherwise would have this right through the Four-Party Agreement.

In September 1939, an exchange of cables and letters between I.G. and Standard with respect to the USAC shares took place which probably effected some changes in the rights of I.G. in the USAC shares and in the right of I.G. to be represented on the USAC board. Copies of these letters are not at hand so that a definite statement cannot be made.

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(Note: Through a special provision of the agreement Standard was entitled to cause SIG to take only 25% of USAC's shares and to take the other 25% of the shares itself without changing I.G.'s position.)

The expenses of USAC, including research expenses, should be paid by S.I.G. and charged 80% to Standard and 20% to I.G. (according to the participation of Standard and I.G. in S.I.G.), except for expenses in fields where I.G.'s participation would be 50% of S.I.G.'s revenues. In these cases consequently I.G. should share equally with Standard in the expenses.

To cover I.G.'s contribution to the research expenses of USAC, it was agreed that at least 10% of the total research budget of USAC should be spent under the direction of USAC by I.G. in Germany.

Kellogg should act as the center for the coordination and the direction of the research work. Furthermore Kellogg was appointed sole licensing agent of USAC.

- (ii) IHS was to function solely as a patent holding company, granting licenses under patents and related, technical information; unlike USAC, it was to do no research. It was organized by IHP and Ruhrchemie jointly and each party held 50% of its shares. I.G. had no participation in IHS. As described in Part 12, IHS had a pooling arrangement with IHP. I.G. was to obtain its participation in the royalty revenues exclusively through IHP.

IHS was located at the Hague. Before the German occupation of the Netherlands in 1940, attempts may have been made to transfer IHS to Curacao. The present situation is not known here.

- (e) Participation of the parties in the royalty revenues and other payments to the parties:

(1) Ruhrchemie's participation:

Upon execution of the general agreement, Ruhrchemie obtained a cash payment of Rf 350,000.-- one-tenth of it in foreign exchange. Furthermore Ruhrchemie was entitled to the following payments and participations:

From USAC territory:

- (I) \$ 75,000.-- after having delivered to USAC a certain technical report (10% was to be paid by I.G. in Rf).
- (II) \$ 75,000.-- one year after the payment under (I) (10% was to be paid by I.G. in Rf).
- (III) Royalties per ton of primary product produced, but up to 1 January 1955 only:
 - (A) Until Ruhrchemie should have obtained an aggregate amount of \$ 1,500,000.-- (including the payments under (I) and (II) above:
 - 6 ¢ for production of Partners and ratifying subsidiaries.
 - 12½ ¢ for production of third party licensees.
 - (B) After Ruhrchemie should have obtained \$ 1,500,000, and up to \$ 2,500,000.-- 4 ¢ for production of Partners and ratifying subsidiaries.
 - 10 ¢ for production of other licensees.
 - (C) After Ruhrchemie should have obtained \$ 2,500,000, 5 ¢ for production of other licensees only (Ruhrchemie granted the Partners a royalty free license for a production of 200,000 tons per year and further free licenses for a total of 1,500,000 tons per year, but this latter grant should come into effect only after Ruhrchemie had obtained aggregate royalty payments from USAC amounting to \$ 1,500,000.--)

As against the Partners, Ruhrchemie was entitled to the payments listed under (A), (B) and (C) above whether or not the process should

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be carried through under license from USAC or under the Partner's own rights or whether the process should be licensed by a Partner, under its own rights, to a third party.

From IHS territory:

Ruhrochemie as a 50% shareholder of IHS obtained 50% of the net proceeds of IHS after pooling with IHP (see Par. 12).

(ii) I.G.'s participation:

From USAC territory:

- (I) I.G. was entitled to 20% of the gross revenues of S.I.G. from USAC which were allocable to USAC's revenues from licensing the process to third parties for the production of the major products of the oil industry, whether these products should be used in the oil industry or converted into chemicals (see cases firstly and secondly of Par. 13 (c), which fall under the scope of the Four-Party Agreement.)
- (II) I.G. was entitled to 50% of the revenues of S.I.G. from USAC from licensing the process to Standard and Shell and to third parties for production outside of the Four-Party Agreement (see cases thirdly and fourthly of Par. 13 (c), which fall outside the scope of the Four-Party Agreement).
- (III) I.G. was furthermore entitled to an overhead of 3 1/2% on USAC's profits in licensing the process to third parties in cases firstly and secondly, if the methane steam process (process for the production of synthesis gas, developed by I.G.) should be included in the license.
- (IV) The Partners should pay to I.G. 10% of a normal gross royalty for the use of the hydrocarbon synthesis process for the production of major oil products (cases firstly and secondly) and an additional 1 3/4%, if the methane steam process should

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be used. These payments were due to I.G. whether or not the process should be operated under license from USAC. For licenses granted by a Partner to third parties under the own rights of this Partner, there should be paid to I.G. 10 ¢ per ton produced by that Partner's licensee.

From IHP/IHS territory:

I.G. was entitled to 20% of all royalty revenues of IHP, which IHP obtained either directly through its share in the pool (Par.12) or through its participation in IHS or by licensing third parties under rights which IHP had retained in this field (rights for the production of synthesis gas and rights in the Reserved Countries).

(iii) Participations of Standard, Shell and Kellogg:

From USAC territory:

Each of the Partners was entitled to 25% of the net royalty revenues of USAC from licenses granted to third parties. Standard would have obtained the 50% revenues of S.I.G. after deduction of the amounts payable to I.G. Standard, Shell and Kellogg were not to make any payments to one another for use of the process to produce major oil products (case firstly) (see Par.13 (c)). In case secondly Standard and Shell should pay to Kellogg 1% of the ex plant value of the products to compensate for the fact that Kellogg was only entitled to a license in case firstly; and in cases thirdly and fourthly I.G., Shell and Standard should pay 4% of the ex plant value of the products to USAC, to be divided equally between the Partners.

If one of the Partners should grant a license to a third party under its own patents, then this Partner should pay to each of the other Partners 10 ¢ per ton of product produced by the licensee.

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From IHS/IHP territory:

Kellogg was not entitled to any participation in royalty revenues out of this territory. Standard and Shell as owners of IHP equally shared in its royalty revenues.

14. Provisions as to Outside Competition: None.

15. Administration:

(a) What law governs: arbitration.

Every separate agreement which deals with territory outside of U.S.A. and Canada contains a provision that it is governed by the law of the Netherlands. No provision in this respect is contained in the separate agreements concerning U.S.A. and Canada exclusively, except for the separate agreement between the Partners and USAC, which is stipulated to be subject to New York law.

In this latter agreement it is further stipulated that any controversy between the parties should be determined in accordance with the arbitration laws of the State of New York, whereas controversies arising in connection with the other agreements should be decided in accordance with the Arbitration Rules of the International Chamber of Commerce (except that the agreement between Standard, S.I.G. and I.G. does not contain such a clause).

(b) Hardship Clause:

Each of the separate agreements to which Ruhrchemie or IHS is a party contains the following Hardship Clause:

"If during the life of this agreement it shall appear that the performance of any obligation herein would impose particular hardship upon a party, the parties shall after consideration of the reasons and circumstances presented by the

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party in question consult as to law its difficulties may be solved in a fair manner. The question whether such particular hardship exists shall, if necessary, be arbitrated....."

The Internal Agreement between Standard, S.I.G. and I.G. refers to the agreement between Standard and I.G., contained in the Teagle-Schmitz letter of 9 November 1929 (Oils: Contract No.4) with respect to eventualities which might unfavourably and contrary to the intentions of the parties affect the agreements, in which case the parties should confer with one another in the spirit of mutual helpfulness. This agreement should apply also to the Hydrocarbon Synthesis Agreement.

16. Duration: The provisions for the duration of the agreement are not uniform for the different territories, as a result of the fact that the Four-Party Agreement was subject to termination 31 December 1947 and that a duration of the Hydrocarbon Synthesis Agreement until 1947 only, seemed to the parties to be too short. A termination of the Four-Party Agreement would affect the interests of Ruhrchemie in the IHP/IHS territory with respect of the pooling arrangement. The parties, however, were then of the opinion that the agreement in the hydrogenation field would be prolonged in one way or another and that this question thus would settle itself. The principal understanding therefore was reached, that the whole agreement should terminate before the end of 1952, with some special provisions in the IHP/IHS territory in case of an earlier termination of the Four-Party Agreement.

(a) USAC territory:

The agreement should terminate on 31 December 1952. The exclusive patent rights granted to USAC by the parties, except Ruhrchemie but including I.G., should be left

with USAC for further exploitation until expiration of these patents. Ruhrchemie, however, would withdraw the exclusive rights granted to USAC on the termination of the agreement subject to the non-exclusive licenses granted by USAC to others, which licenses should be enjoyed by the licensees of USAC for the full lifetime of the patents in question. To protect the interests of Ruhrchemie, the following clause, allowing an earlier termination of the agreement between Ruhrchemie and USAC, has been inserted in that separate agreement:

"In the event that after this agreement has run for five years the Partners shall not have built any production plants in the United States or Canada except for a first research plant and that USAC has not after this agreement has run for seven years granted any license to third parties for the United States or Canada, the contracting parties shall consult as to whether this agreement can be prematurely terminated or changed as to its terms."

The participations of the Partners, including I.G., in USAC should be left unchanged after termination of the agreement and continue as long as USAC should exist.

The agreed payments of USAC to Ruhrchemie should be due only until 31 December 1952.

After 31 December 1952 the Partners and their ratifying subsidiaries should only be obligated to make royalty payments to USAC or I.G. respectively if they should need for the operation of the process patent rights owned by USAC and not originating with the respective Partner.

(b) IHS/IHP territory:

The agreement between Ruhrchemie, IHP and IHS for the world outside of USA, Canada and Germany should terminate 31 December 1952 subject to the right to prematurely terminate the agreement on 31 December 1947 if the co-opera-

tion between Standard, Shell and I.G. in the hydrogenation filed should be terminated on 31 December 1947 or so changed that Ruhrchemie's interests would be adversely affected.

The pooling arrangement between IHS and IHP should continue in any case after the termination of the agreement.

If the agreement between Ruhrchemie, IHP and IHS should be allowed to run until 31 December 1952 all parties should grant the rights provided for in the contracts until that date. I.G. in this case was entitled to a modification in its participation to compensate it for the additional rights (1947-1952) assigned by it to IHP.

If, however, the agreement between IHP, Ruhrchemie and IHS should terminate on 31 December 1947 then the other parties should grant their rights in this territory only until that date.

I.G. after 1947 was entitled in this case to 16,6% of the revenues of IHP as shareholder IHS and to 16,6% of IHP's licensing revenues from licensing the synthesis process in the Reserved Countries and from licensing processes for the production of synthesis gas.

(c) Germany:

The patent rights of all parties were granted to I.G. for Germany up to 31 December 1947 except for the grants of IHS which should terminate simultaneously with the agreement between IHP, Ruhrchemie and IHS. The grants of patent rights should run for the full lifetime of the patents in question.

17. Remarks on the Operation of the Agreement:

Up to the end of 1939, considerable research work had been carried out, especially by Kellogg, but the process had not been commercially applied in U.S.A. or Canada up to then. The present situation is not known here. In the IHS territory no licenses have been granted since this agreement has been reached. Thus, so far as is known, no royalties

Dokument Butefisch Nr. 25.

Exhibit Nr. _____

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are payable. In as much as IHP has granted no coal hydrogenation licenses since the date of the Agreement, nothing has ever flowed into the IHS/IHP pool.

It is believed that the hydrocarbon synthesis process, if further developed and improved, has a high potential value for U.S.A.

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OILS: Contract No.17

1. Name and Maincard Number: IHP New German Territories Agreement, No. 800 e (Ludwigshafen File).
2. Products Covered: Products of the oil industry obtained by the hydrogenation process.
3. Date: 28 April / 5 May 1939.

Note: A final agreement has never been signed. The contract is embodied in a memorandum entitled "Heads of an Agreement re New German Territories".

4. Parties: International Hydrogenation Patents Co., The Hague (IHP).

I.G.

5. General purpose and Background:

Pursuant to the Four-Party Agreement (Oils: Contract No. 1) I.G. had assigned all its patent rights in the so-called hydrocarbon field, which includes the hydrogenation process, to Standard I.G. (S.I.G.) for the entire world outside of Germany. Germany is defined in the Four-Party Agreement as that territory to which German Patent rights "now" i.e., as the date of the agreement (Nov. 9, 1929), apply. In 1938 plans were ventilated in Germany to erect a hydrogenation plant in the Sudetenland, which had meanwhile been included in the German Reich. The hydrogenation patent rights for this territory had initially belonged to SIG but had been assigned to IHP. I.G. asked IHP to grant it exclusive licensing rights for these new German territories which included Austria, the Sudeten-Territories, the Memel-Territory and, as long as they should remain a part of the German Reich, the Protectorate Bohemia and Moravia. A preliminary agreement was reached on 28 April 1939 embodied in the "Heads of Agreement re New German Territories". This agreement drew the principal lines for the grants to I.G., the royalty payments due to IHP and certain reserved rights for Standard and Shell to operate in those territories. The "Heads of Agreement" are copied below.

6. Copy of Agreement:

" 1) I.H.P. hereby assigns and agrees to assign to I.G. all its patent rights based upon inventions made on or before December 31, 1947 relating to the

hydrogenation

hydrogenation process, for all new territories belonging to Germany as constituted on the first of April 1939. The new territories here referred to include Austria, the Sudeten-Territories, the Memel-Territory and, as long as they remain a part of the German Reich, the Protectorate Bohemia and Moravia. The said new territories shall otherwise be treated in all respects (e.g. with respect to hydrogenation patent rights based upon I.G.'s own future inventions, crosslicensing and so on) in the same way as the "Alt-Reich" that is the territories to which German patents applied on the 9th of November, 1929.

- 2) Standard and Shell shall have for themselves and their subsidiaries an unlimited, non-transferable non-exclusive license in said new territories under the patent rights of I.H.P. referred to in paragraph 1 above as well as under future hydrogenation patent rights originating with I.G. before December 31, 1947. For such license Standard and Shell shall pay to I.G. in Reichsmark the same royalty as they would have to pay for the benefit of I.G. under the old regulations, i.e. they will pay to I.G. (in Reichsmark) either 2 or 3 ¢ per bbl. till 1947 or 20 % of a paid-up royalty calculated according to I.G.'s most favourable hydrogenation royalty rates. The royalty rates to be charged by I.G. to Standard or Shell or their subsidiaries for hydrogenation licenses granted to them before the termination of the Hydrogenation Contracts within the "Alt-reich" shall also be calculated on a most favoured treatment basis.
- 3) I.G. agrees in principle to pay in Reichsmark for the benefit of I.H.P. 40 % of the royalties received by I.G. from hydrogenation licenses granted in said new territories to parties other than Standard, Shell and their subsidiaries and subsidiaries of I.G. under the patent rights assigned to I.G. according to paragraph 1) above or originating with I.G. before December 31, 1947. In order, however, to prevent this clause from operating in such a way that it leaves I.H.P. without adequate compensation in case of hydrogenation in the coded territories only or mainly by I.G. or their subsidiaries, it is understood that as long as the total capacity for which I.H.P. receives 40 % (i.e. both as mentioned above and from I.G. operations referred to hereafter) is smaller than 500,000 tons per annum, I.G. shall pay an indemnification to I.H.P. in case and to the extent that the I.G. capacity (including their subsidiaries) exceeds one half of the capacity bona fide licensed to parties other than I.G., S.O.C., Shell and their subsidiaries.

- 4) It is understood that some arrangement or other may be found for the Reichsmark payments referred to sub 3) supra; e.g. I.G. declares its willingness to accept Reichsmark payment out of the Reichsmark accruing from time to time to I.H.P. pursuant to paragraph 3) for the supply by I.G. of hydrogenation catalysts to, or for the carrying out by I.G. of hydrogenation experimental work for I.H.P. or I.H.E.C.C. or their licenses, provided that I.G. shall receive in foreign currency that part of the costs of catalysts supplied to I.H.P. which involved the expenditure of foreign currency on the part of I.G. or its suppliers. I.G. agrees that as soon as the case arises it will use its best endeavours to procure official consent wherever possible for such arrangements.
- 5) I.G. agrees that the engineering fees to be charged by I.G. for its engineering services in connection with hydrogenation plants to be erected by Standard, Shell or their subsidiaries before the termination of the hydrogenation contracts, anywhere within Germany as constituted on the first of April 1939, shall be calculated on a most favoured treatment basis as compared to projects initiated from now onwards, but shall in no case be higher than actual cost of the services rendered plus 2 % of the cost of the completed installation.
- 6) This arrangement is dependent on a certain arrangement re engineering fees of even date herewith."

7. Duration:

The agreement is dependent on the Four-Party-Agreement and is to terminate simultaneously with that agreement, i.e. not before 31 December 1947.

8. Remarks on the Operation of the Agreement:

A hydrogenation plant was erected by the Sudetendeutsche Treibstoffwerke at Bruex (Czechoslovakia) (Oils: Contract No. 109) under the hydrogenation rights of I.G. obtained through this agreement. Bruex started operation in 1942 and by the end of 1944 had produced in total about 500,000 tons of motor fuels. Bruex has not yet paid royalties on this production. On the basis of the royalty rates requested by I.G. (but refused by Bruex), Bruex owes I.G. about RM 3,200,000.- of which IHP is entitled to RM 1,280,000.--.

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OILS: Contract No. 18.

1. Name and Maincard Number: Catalytic Refining Agreement,
No. 2308 (Ludwigshafen file).
2. Products Covered: The products of the oil industry
especially motor fuels and fuel
oils.
3. Date: 15 August 1939.

Note: On 15 August 1939 the nego-
tiators of the parties
agreed upon a memorandum, the so-
called Long Beach Memorandum, in
which were stated the principles
of an agreement on catalytic re-
fining processes, to be approved
by the boards of the respective
parties. The Long Beach Memoran-
dum expressly states that "without
regard to the date of execution of
the definitive contracts, the ar-
rangements created thereby shall be
deemed to have been in effect
from the date of this Memorandum".
As according to information ob-
tained by I.G. a final agreement
has been reached (see Par.5), the
agreement probably dates as of
15 August 1939.

4. Parties: (a) Standard Oil Development Co., representing
Standard Oil Co. (N.J.) and its wholly owned
and ratifying subsidiaries (Standard).
- (b) N.V. de Bataafsche Petroleum Maatschappij and
Shell Development Co., representing the Shell
group (Shell) which comprises the following
companies:

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- (i) N.V. Koninklijke* Nederlandsche Maatschappij tot Exploitatie van Petroleum-Bronnen I Nederlandsch-Indie;
 - (ii) The "Shell" Transport and Trading Co. Ltd.;
 - (iii) Shell Union Oil Co.;
 - (iv) Shell Chemical Co. and the wholly owned and ratifying subsidiaries of these companies.
- (c) Texas Development Co., representing the Texas Co. and its wholly owned subsidiaries (Texas).
- (d) Standard Oil Co. (Indiana) and its wholly owned and ratifying subsidiaries (Indiana).

Note: The four groups of companies listed above are referred to in the agreement as the Oil Company Parties.

- (e) Standard I.G. Co., which at the end of 1940 changed its name to Standard Catalytic Co. (S.I.G.).
- (f) The M.J. Kellogg Co. (Kellogg) .

Note: Kellogg had reached a prior agreement with Anglo Iranian Oil Co.(AIOC) in the field of Catalytic Refining. It was understood that AIOC would not enter the agreement as direct party, but that AIOC would grant its corresponding rights to Kellogg to be allocated the same way as those of the Oil Company Parties. AIOC would exchange experience with Kellogg and would have the same rights and obligations as the Oil Company Parties.

- (g) Universal Oil Products Co. (Universal).
- (h) Hydrogenation Patents Co. (HP).
- (i) International Hydrogenation Patents Co (IHP).
- (k) CRA Inc.

Note: According to the Long Beach Memorandum I.G. was

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going to be a direct party to the agreement but in a letter of 11 May 1940 I.G. confirmed an agreement reached in negotiations at Basle in May 1940, according to which I.G. would be replaced in the agreement by CRA Inc.. The purpose of this amendment was to prevent the agreement from being voided by the war, as might happen if I.G. itself should be a party along with the Shell group, which was partly British. CRA Inc. was to be organized by S.I.G. and S.I.G. was to transfer to CRA Inc. the rights originating with I.G.. The approval of I.G. was subject to the provision that the rights and obligations of I.G. as stipulated in the Long Beach Memorandum and in supplements and amendments contained in the letter of 11 May 1940, should not be changed by any such rearrangement.

(1) International Catalytic Oil Processes Co. (ICOPC).

Note: ICOPC was organized as provided for in the Long Beach Memorandum in which it is referred to as the Special Company.

5. General Purpose and Background: The agreement, in general, covers a new field of oil processing wherein use is made of the beneficial effect of catalysts, especially in the production of motor fuels from crude oils and their products. This technical development is of fundamental importance and it may be said that the use of catalysts, partly in conjunction with added hydrogen, has revolutionized oil processing and most probably will do so much more in future.

The customary method of producing motor fuels from gas oil and oil residues are the thermal cracking of these starting materials whereby, depending on their quality, between 30 and 60% of gasoline is obtained together with a low grade heavy fuel (in quantities normally beyond market require -

ments) or coke. The gasoline itself has an undesirably high concentration of olefines. Through the use of catalysts in cracking, the yields of gasoline are improved, and the gasoline not only contains much fewer olefines but also has a considerably better knock rating. Another important advantage in catalytic cracking of even heavy gas oils is that a furnace gas oil of good quality instead of lowvalue heavy fuel is obtained along with the gasoline. Accordingly by the use of catalysts the conversion of the starting materials is directed to those products actually required by the market, and results in reduction of costs and conservation of raw material.

Another catalytic refining process of high importance is hydroforming, a process carried out with catalysts in the presence of hydrogen under pressure, by which any natural gasoline can be largely improved in knock rating by aromatization and isomerization without formation of a high percentage of olefines. These improved gasolines can be used, for example, as mixing components for aviation fuels. The products formerly obtained by comparable processes without the use of catalysts are in every respect of much lower value.

The desirability of the use of catalysts in oil processing was realized long ago and many patents have been issued in this field, but it presents considerable technical difficulties. The parties to this agreement decided to cooperate in the technical development of catalytic refining processes, expecting that by such combined efforts efficient processes could be developed.

The rights of I.G. in this field belonged to S.I.G. pursuant to the Four-Party Agreement (Oils: Contract No.1); but I.G. was not much interested in research work in this field, which applies mainly to crude oil processing, because of the limited amount of crude oil produced in Germany. Nevertheless, at Standard's express request that I.G. contribute its broad experience in the use of catalysts to the development of catalytic oil processes, I.G. decided to carry through extensi-

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ve research work in this field.

The contractual negotiations with respect to catalytic refining date back to March, 1937. The first proposal, which came from Kellogg, was that only I.G. and Kellogg should cooperate in this field. Standard agreed subject to its rights under the Four-Party Agreement. This program seemed very promising as it combined the broad experience of Kellogg in oil processing with I.G.'s experience in the catalytic field. In working out an arrangement, however, it soon appeared that on account of the close technical cooperation between Standard and I.G. and the overlapping in certain fields Standard had to be included in such an arrangement. Furthermore Kellogg had certain commitments in this field to Indiana and AIOC.

As mentioned above, AIOC did not desire to be a direct party to any agreement in this field, but was prepared to grant to Kellogg transferable rights corresponding to the grants of Standard and Indiana in return for the same rights obtained by those companies but without participation in royalty revenues. The subsequent negotiations between Standard, Indiana, I.G. and Kellogg resulted in October, 1938, in a negotiators agreement, the so-called "London Agreement", which was given binding effect by the approval of the boards of the respective parties. By an informal "Internal Agreement" of 13 October 1938, Standard agreed to yield a part of its share of the royalties to I.G., in order to induce I.G. to do research work in the field of crude oil processing.

The following difficulty, however, became evident in the course of these negotiations, and even more so after the first agreement had been reached: The catalytic refining processes are closely related to the hydrogenation process, especially as catalytic refining includes processes in which hydrogen under pressure must be present in the operation but where actually no hydrogen is consumed. Such processes are not hydrogenation processes according to the definition for hydrogenation but it is obvious that there may be some overlapping. Furthermore, catalytic cracking and hydrogenations,

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used together, from a very promising combination of processes for the production of motor fuels. Standard therefore decided to inform Shell as its partner in the hydrogenation field about the situation, offering it to join in the cooperation in this field of catalytic refining to avoid conflicts of interests. Shell, in the meantime, had started cooperation in this field with Universal and Texas but realized the difficulties mentioned above. The negotiations between all the parties concerned, including Universal and Texas, resulted on 15. Aug. 1939 in a negotiators agreement, the Long Beach Memorandum.

This memorandum subsequently was worked out into drafts of agreements (the whole agreement was divided into several separate agreements) with changes as to details but not in principle. I.G. obtained copies of these drafts of agreements dated 8 February and 12 April 1940, in a conference with representatives of Standard at Basle in May, 1940. On account of the outbreak of war, the drafts contained a special war clause, by which the parties were relieved of any obligations inconsistent with governmental restrictions imposed in any party on account of the war conditions. Furthermore, I.G. was replaced in the agreements by CRA Inc. (see Par. 4, above). I.G. gave its approval to the agreements in a letter of 11 May 1940 subject to a series of points of principle stipulated in an annexed memorandum which furthermore contained a series of desirable changes. Neither the drafts of agreements referred to above nor the letter of approval of I.G. dated 11 May 1940 is contained in the files available here.

On 9 July 1940, I.G. was informed by Standard that the final drafts of definite contracts were to be handed to the U.S.A. governmental authorities for approval before final execution by the parties. On 13 August 1940, I.G. received the following cable from Standard "CRA Negotiators - Memorandum approved by all parties and exchange of experience begun". I.G. was advised by counsel that this action gave the agreements binding effect for all parties.

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As to the relations between Standard and I.G., Standard confirmed by cable of 20 March 1941, that the draft of Internal Agreement between Standard and I.G. dated 17 Oct., 1938, should have binding effect on the parties.

As the files available here contain only the Long Beach Memorandum, only the provisions as embodied in that negotiators agreement are described in the following paragraphs of this memorandum. Except for the two points mentioned above (war clause and CRA Inc.) the amendments and supplements contained in the subsequent drafts resulted only in some slight changes in the participation of the parties and the grants of rights; these changes are not believed to have affected the points of principle outlined in this memorandum.

6. Territory Affected by the Agreement: The entire world.
7. Territorial Restrictions: Through allocation of patent right the world was divided into
 - (a) U.S.A. and Canada (territory of HP);
 - (b) World outside U.S.A., Canada and Germany (territory of the Special Company, later on ICOCF); and
 - (c) Germany (territory of I.G.).
8. Sales Restrictions: None.
9. Production Restrictions: None.
10. Price Restrictions: None.
11. Allocation of Orders: None.
12. Pooling of Proceeds: None.
13. Provisions as to Patent Rights:
 - (a) Fields of Agreement: (For the purpose of this memorandum the very elaborate definitions of the processes are simplified to cover only the essential points.)

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(I) Catalytic Refining: The term Catalytic Refining comprises

- (i) Catalytic Cracking,
- (ii) Catalytic Reforming,
- (iii) Catalytic Gas Reversion and Alkylation, and
- (iv) Catalytic Finishing,

which are all processes for the production of motor fuels and fuel oils from any carbonaceous raw material, carried out in the presence of catalysts. The results as to yields, character of products and speed of reaction obtained by the addition of catalysts must be to a definitely determinable and marked degree different from the results obtained with the same starting materials under conditions otherwise the same but in the absence of catalysts. The four processes otherwise are defined as follows:

- (i) Catalytic Cracking: is a Catalytic Refining process to convert higher molecular weight hydrocarbons into lower molecular weight hydrocarbons at temperatures in excess of 300°F.
- (ii) Catalytic Reforming: is a Catalytic Refining process for the improvement of gasolines, especially with respect to their anti-knock properties, by dehydrogenation or other changes in the chemical constitution (such as aromatization). The process must be carried out at temperatures in excess of 300°F.
- (iii) Catalytic Gas Reversion and Alkylation: is a Catalytic Refining process in which hydrocarbon gases are reacted with hydrocarbons of six or more carbon atoms. Alkylation obtained by the catalytic action of sulfuric acid is not included in the definition.
- (iv) Catalytic Finishing: is a Catalytic Refining process for the improvement of gasolines by the reduction of impurities or elimination of undesirable secondary properties but without important change in the primary chemical constitution and properties of the hydrocar -

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bons which make up the gasoline.

- (II) Intermediate Zone: The intermediate Zone (Intermediate between Catalytic Refining and Hydrogenation) includes processes for the production of the major products of the oil industry from any suitable carbonaceous raw material which are carried out in the presence of hydrogen in such a way that a beneficial effect of the hydrogen is definitely determinable but without any net consumption of hydrogen. (Otherwise the process would fall under the definition of Hydrogenation (see below, section IV), since Hydrogenation is defined as any process in which definitely determinable hydrogenation (i.e. consumption of hydrogen) occurs.)

Within the Intermediate Zone two classes of processes are differently allocated:

- (i) Intermediate Zone Processes of Class I are defined as Intermediate Zone processes for the production of motor fuels and fuel oils which but for the addition of hydrogen would fall within the foregoing definitions of Catalytic Cracking, Catalytic Reforming or Catalytic Gas Reversion and Alkylation. Hydroforming, mentioned in Par.5 above, is an Intermediate Zone Process of Class I, since it is carried out in the presence of catalysts and hydrogen at temperatures in excess of 300°F and the presence of hydrogen has a deciding effect on its operation though there is no consumption of hydrogen.
- (ii) Intermediate Zone Processes of Class II are defined as other processes within the Intermediate Zone for the production of motor fuels and fuel oils other than Intermediate Zone processes of Class I.

Note that Intermediate Zone processes for the production of major oil products other than motor fuels and fuel oils (e.g., luboils) do not fall within Class I or Class II.

(III) Gas Processes: The term Gas Processes includes

- (i) Gas Polymerization and
- (ii) Combined Pyrolytic Cracking and Thermal Gas Polymerization.

These processes are defined the same way as in the I.G.-Polyco definition (Oils: Contract No.10); i.e. in Brief,

- (i) Gas Polymerization is a process for the production of motor fuels (lubeoils excluded) from hydrocarbon gases (5 carbon atoms or less) by pyrogenesis and/or catalysis. Gas Polymerization processes which depend on the catalytic action of sulphuric acid are excluded from this definition.
- (ii) Combined Pyrolytic Cracking and Thermal Gas Polymerization is defined as any process in which hydrocarbon gases and hydrocarbon oils are simultaneously converted without catalysts into motor fuels and fuel oils (lubeoils excluded).

(IV) Hydrogenation Process: The Hydrogenation process is defined as any process for the production of the major products of the oil industry from any carbonaceous raw material carried out in the presence of added hydrogen in such a way that definitely determinable hydrogenation occurs. Oil Hydrogenation is a Hydrogenation Process starting from crude oil and its products. Although the allocation of rights to the Hydrogenation Process was not the purpose of this agreement, some grants for oil Hydrogenation are included in its provisions.

(V) Sulphuric Acid Alkylation: Sulphuric Acid Alkylation is a process for the production of alkylate from low molecular weight saturated hydrocarbons and olefines (e.g. butylene and iso-butane) by action of sulphuric acid. The grants to and from J.G. include Sulphuric Acid Alkylation.

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(b) Allocation of Patent Rights:

- (I) U.S.A. and Canada: The Oil Company Parties together with CRA Inc. (I.G.), Universal, Kellogg and ICOPC grant to S.I.G. (or HP) transferable rights for

Catalytic Refining and

Intermediate Zone Processes Class I and II (Kellogg's grants cover the whole Intermediate Zone).

These grants are exclusive except that the grants of the Oil Company Parties are non-exclusive for Intermediate Zone Processes of Class II and except that each Oil Company Party reserves the rights,

- (i) to operate under its own patent rights without accounting to S.I.G. except as described in section (f) of this Paragraph 3; and
- (ii) to grant non-exclusive licenses or licensing rights to others under its own patent rights in countries where it conducts refining operations, but it shall pay over to S.I.G. all valuable considerations thus obtained except considerations as are in the nature of releases, immunities, licenses or licensing rights and except considerations received after 31 Dec. 1947 as return on securities of Universal. (It is believed that this last provision has been amended)

- (II) World outside of U.S.A., Canada and Germany: The Long Beach Memorandum provided for the organization of a new company, called in that Memorandum the Special Company. This new company was to hold and license in the world outside of U.S.A., Canada and Germany the Catalytic Refining and Intermediate Zone processes and other processes closely related to that field, especially the Oil Hydrogenation Process. Pursuant to that provision ICOPC was organized late in 1940. The following patent rights are allocated to ICOPC;

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- (i.) From the Oil Company Parties and CRA Inc. (I.G.) the rights on Catalytic Refining and Intermediate Zone Processes of Class I and II. These grants are exclusive with the same exceptions as to the patent rights of the Oil Company Parties outlined in (I) above.
- (ii) From Universal its rights exclusively in all fields which include the Gas Processes and thermal cracking. (ICOPC granted to Universal for U.S.A. and Canada ICOPS's own rights on Gas Processes and thermal cracking.)
- (iii) From Kellogg exclusive rights on Catalytic Refining, the whole Intermediate Zone and the Hydrogenation Process.
- (iv) From IHP all rights exclusively on:
 - Oil Hydrogenation,
 - Catalytic Refining and Intermediate Zone,
 - Gas Processes, and
 - Thermal cracking.
- (v) From Gasolinc Products Co. (not a party to this agreement) exclusive thermal cracking rights were to be acquired.

(III) Germany: CRA Inc. obtained the following rights (which were to be transferred to I.G.);

- (i) From the Oil Company Parties exclusive rights on Catalytic Refining and Intermediate Zone Processes of Class I and II except that the Oil Company Parties reserved operating rights in Germany under their own patents. The Oil Company Parties furthermore are entitled to be licensed by I.G. in those fields on a most-favoured basis.
- (ii) From Kellogg exclusive rights on Catalytic Refining, Intermediate Zone Processes and Hydrogenation.

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- (iii) From ICOPC and Universal (via ISOPC) exclusive rights relating to Catalytic Refining, Intermediate Zone Processes of Class I and II, Gas Processes and Oil Hydrogenation (Shell's rights on Gas Processes are included in these grants. I.G. granted to Universal its corresponding rights on Gas Processes for U.S.A. and Canada.)
 - (iv) From Shell, Standard, Texas and Indiana their patent rights on Sulphuric Acid Alkylation. (In return I.G. granted to these companies for the world outside of Germany royalty-free, transferable rights under its Sulphuric Acid Alkylation rights.)
- (c) Exchange of Experience: A full exchange of experience was agreed upon for the following fields:
- (i) Catalytic Refining and Intermediate Zone Processes of Class I between all parties of the agreement including HP and ICOPC.
 - (ii) Hydrogenation between HP, IHP, ICOPC and Universal.
 - (iii) Gas Processes between Universal and ICOPC, between ICOPC and Kellogg, and between Universal and I.G.
 - (iv) Thermal cracking between Universal and ICOPC and between ICOPC and Kellogg.

As to Catalytic Refining and Intermediate Zone Processes the parties recognized that the technical information and experience within these fields will be one of the principal assets of the group and each party promised to take all reasonable precautions to prevent this technical knowledge from being disclosed except as contemplated by the agreement. Each of the Oil Company Parties reserved the right, however, if its operating interests should force it to do so, to make arrangements with others for the exchange of experience, in which case that party was to

cease to obtain technical experience from the other parties to this agreement.

(d) Licensing arrangements and licensing agencies:

(I) U.S.A. and Canada: In U.S.A. and Canada the prospective licenses are divided into two groups:

(i) stockholders of HP, and
Phillips Petroleum Co.;

(ii) other non-stockholders of HP.

HP reserved the right to license its stockholders and Phillips in the fields of Catalytic Refining, Intermediate Zone and Hydrogenation using Kellogg as its engineering agent.

Universal obtained the right to license Catalytic Refining, Intermediate Zone processes and Oil Hydrogenation (obtained for Canada from IHP) to non-stockholders of HP other than Phillips.

(II) World outside of U.S.A., Canada and Germany:

ICOPC appointed Kellogg its licensing agent and its exclusive engineering agent for the fields of Catalytic Refining, Intermediate Zone Class I, Gas Processes and thermal cracking except for existing customers of Universal (list of Universal's customers is attached to the memorandum).

Universal is appointed licensing agent of ICOPC to its existing customers in the same fields.

(e) Licensing restrictions: In licensing the processes the respective companies shall endeavour to obtain world-wide licensing rights from all licensees. (This point was not yet finally settled in the Long Beach Memorandum and probably was amended later on.)

(f) Royalties payable and distribution of the royalty revenues:

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- (1) On Catalytic Refining Processes, except Catalytic Finishing, which the Oil Company Parties are entitled to use royalty free, royalty payments are to be made only to CRA Inc.. The following rates were agreed for the whole world except Germany:

For operations begun on or before 31 December 1948, 0.625 ¢ per barrel of liquid product leaving the catalyst zone, provided that for operations begun after 31 December 1941 there shall be paid only 0,5 ¢ per barrel on operations of an Oil Company Party which do not require a license under the patent rights of S.I.G.

On operations begun after 31 December 1948 and which require a license under the patent rights of S.I.G. the Oil Company Party shall pay to S.I.G. for CRA Inc. the following rates per barrel of liquid product:

operations begun in 1949	0,90 x 0.625 ¢
" " " 1950	0,80 x 0.625 ¢
" " " 1951	0,70 x 0.625 ¢
" " " 1952	0,60 x 0.625 ¢
" " " 1953	0,50 x 0.625 ¢
" " " 1954	0,40 x 0.625 ¢
" " " 1955	0,30 x 0.625 ¢
" " thereafter	0.

- (ii) On Intermediate Zone Processes of Class I and Class II: On operations begun on or before 31 december 1948 the Oil Company Party shall pay to S.I.G. 5/8 of a normal third-party royalty rate if for the operation of the process a license from S.I.G. is required. This royalty shall be allocated 80% to the hydrogenation account of S.I.G. and 20% to CRA Inc. (The royalty rate for all Intermediate Processes of Class I including Hydroforming was fixed for the Oil Company Parties at 5/8 of 5 ¢ per barrel.)

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If for the operation of the process no license is required from S.I.G. 1.2 ¢ per barrel of liquid product is to be paid to CRA Inc. on Intermediate Zone Processes of Class I and no royalties are to be paid on Intermediate Zone Processes of Class II.

On operations begun after 31 December 1948 royalties are only payable on operations which require a patent license from S.I.G.. In this case 1/2 of the normal third party royalty rate shall be payable to the hydrogenation account of S.I.G. and 1/8 to CRA Inc. which 1/8 shall be reduced by the key set out for the royalty rate on Catalytic Refining after 1948 (see (1) above)-.

- (II) Royalties payable by third parties: The royalty rate on Catalytic Refining for U.S.A. and Canada was fixed at 5 ¢ per barrel of stock charged to the process (but only 2,5 ¢ per barrel in the case of licenses to immunity holders of Universal). On Hydroforming the royalty rate was fixed at 5 ¢ per barrel of stock charged and 5 ¢ per barrel of aviation gasoline produced. The royalty rates on other Intermediate Zone Processes were not yet fixed.

Universal was to pay (for the benefit of CRA Inc., Kellogg and the Oil Company Parties) on licenses granted by Universal in U.S.A. and Canada to non-stockholders of HP other than Phillips:

- (i) for Catalytic Refining Processes, nothing,
(ii) for the Hydroforming process, 3/8 ¢ per barrel on stock charged plus 3/8 ¢ per barrel on aviation gasoline produced.

- (g) Participation of the parties in the royalty revenues from third parties:

All royalty revenues obtained from third parties in U.S.A. and Canada, and in the world outside of U.S.A.,

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Canada and Germany by ICOPC, from licensing Intermediate Zone Processes were to be allocated 50:50 to the Hydrogenation Account and Catalytic Refining Account. The hydrogenation Account is treated separate and in the same way as any income from licensing the Hydrogenation process, i.e. 20% to I.G. and the remainder to Standard (U.S.A.) or to Standard and Shell (world outside of U.S.A.).

All royalties allocated to the Catalytic Refining Account were to be distributed in the following way:

(i) U.S.A. and Canada:

- 20 % to CRA Inc.,
- 7,5 % to Kellogg, and
- 5 % more to Kellogg if Kellogg does not construct the licensee's plant.

Thereafter all expenses shall be deducted and the balance shall be divided 23% to Standard, 23% to Shell, 18% to Indiana, 18% to Texas and 18% to CRA Inc..

(ii) World outside of U.S.A., Canada and Germany:

- 20 % to CRA Inc.,
- 7,5 % to Kellogg (except for licenses to Universal's customers),
- 7.5 % to Universal (only for licenses to its customers),
- 5 % to Kellogg, if Kellogg does not construct the licensee's plant.

From the balance, after deduction of other expenses, CRA Inc. was to receive 10% and the remainder was to be divided between Standard and Shell. CRA Inc. was not to participate in royalty revenues of ICOPC from licensing thermal cracking and Gas Processes.

(iii) Participation of I.G.: The provisions for I.G.'s participation in the royalty revenues is stipulated in an Internal Agreement between Standard and I.G. dated 13

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October 1938, which is not available here. I.G. was to receive its normal participation of 20% in that part of the royalty revenues allocated to the Hydrogenation Account. From royalties allocated to the Catalytic Refining Account and received by CRA Inc., I.G. was to receive in addition to the 20% participation due to I.G. according to the Four-Party Agreement certain additional participations as reimbursement for the special research work carried out in this field. In the beginning and until I.G. should have obtained a certain income from these royalties, I.G. was to obtain about 50% instead of 20% of the royalties on Catalytic Refining. This rate was to be stepped down finally to the normal 20% due to I.G. according to the Four-Party Agreement.

Additional provisions were agreed upon for I.G.'s participation after 1947, which provisions took care of the fact that after 1947 I.G. was not entitled to any participation in revenues from licensing the Hydrogenation Process but on the other hand I.G. was entitled to the reassignment of its patent rights outside the Hydrogenation Process in so far as these patent rights had been acquired after 31. December 1941.

14. Provisions as to Outside Competitions: None.
15. Administration: None.
16. Duration: The agreement was to terminate on 31 December 1947 except that patent rights were to remain as allocated under the agreement and the participation of the parties in the royalty revenues was to remain in force as long as there should be such income.
17. Remarks on the Operation of the Agreement: In Germany the corresponding process to Hydroforming, the DHD process, has been used in several plants for the improvement of natural gasolines and gasolines obtained by the Hydrogenation process. In U.S.A. several plants for Catalytic

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Cracking and Hydroforming have been installed. They are believed to have large capacities but the amount of products produced by operation of these processes is not known here.

Ich, der Rechtsanwalt Dr. Hans Flächsner, bestätige, dass das obige Dokument eine wortgetreue auszugsweise Abschrift der Schrift "Activities of I.G. Farbenindustrie A.G. in the Oils Industry" darstellt.

Nürnberg, den 31.1.1948

gez. Dr. Flächsner

(DR. HANS FLAECHEISNER)
Defense Counsel

Dies ist eine wortgetreue Abschrift des Dokuments Buchfisch Nr. 25

Nürnberg, den 3. Februar 1948.

Dr. Hans Flächsner
Defense Counsel

Certificate of Friedrich RINGER.
 =====

... ..

On instructions from the office of the Control Officer, I.G.Farbenindustrie A.G.(U.S.Zone) I have prepared a series of reports concerning the activities of I.G.Farben in the oils industry, as follows:

<u>Reports on Contracts</u>	<u>Contract No.</u>
Hydrocarbon Synthesis Agreement	15
IHP New German Territories Agreement	17
Catalytic Refining Agreement	18

The above reports, which are attached hereto, were initially prepared by me; and, although they have been revised for language and form by the office of the Control Officer, they have not been changed in substance. Because of the absence of relevant files, it has been necessary to rely on memory in some cases. However, my recollection of the transactions described is clear (except as specifically stated to the contrary in the reports); and the statements contained in the reports can be relied upon except in the case of exact quantitative data such as production figures.

gez.FRIEDRICH RINGER.
 Friedrich Ringer.
 Frankfurt a.M.-Griesheim, 18. January
 1946.

Die wortgetreue und richtige Abschrift des obigen Schriftstueckes wird hiermit bescheinigt.

Nuernberg, den 15. Februar 1948.

gez. Dr. Hans Flaechner
 (Dr. Hans Flaechner)

DOCUMENT BOOK VI BUETEFISCH No. 25
EXHIBIT No.

Statement.

I, Assistant Defense Counsel Werner Bross,
certify hereby that above excerpts from the text
"Activities of I.G. Farbenindustrie A.G. in the
Oils Industry", especially the index and the
contracts Nos. 13, 17 and 18 have been taken
literally from the afore-mentioned original text.

Nuernberg, 18 February 1948.

signed: Werner Bross
(Werner Bross)

Assistant Defense Counsel
in Case VI

AFFIDAVIT
=====

I, Assistant Defense Counsel in case VI, Werner Bross, herewith declare on oath that the appendix to this document, marked "Appendix", displaying a drawing of the 1938 Report on Foreign Interests in German Synthetic Processes are completely concordant with the original in the book by Howard, Buna Rubber, New York 1947.

Nuernberg, 27 February 1948

(signed): Werner Bross
(Werner Bross)

--- --

I certify this to be a literal and correct copy of the above document:

Nuernberg, 28 February 1948

signed: Dr. Hans Flaechner
Attorney-at-Law

AFFIDAVIT

I, Dr. Fritz Winkler, residing in Ludwigshafen/
Rhine, Woehlerstrasse 16b, have been warned that I
shall render myself liable to punishment for making
a false affidavit. I declare on oath that my state-
ments conform to the truth and were made for sub-
mission as evidence to the Military Tribunal in
Nuernberg, Germany.

Since 1916 I have been a chemist of the I.G. Far-
benindustrie, now the Badische Anilin- und Soda-Fabrik
Ludwigshafen and have been employed during this
period on exhaustive work on coal and oil chemistry
in the course of which I developed processes of my
own. In 1938 representatives of the Standard Oil
Co. of New Jersey, Standard Oil of Indiana, Texas
Oil and the Phillips and Kellogg Co. came to Lud-
wigshafen to study our new experiments and processes
in connection with the cracking and polymerisation
of hydrocarbons. In 1931, whilst working in the
laboratory of the Standard Oil of New Jersey in
Bayway, I had already drawn the attention of Standard
Oil to the cracking of tar, oil, mineral oil re-
sidues and asphalt in a glowing "fluid" coal-bed,
making reference to our U.S.A. patent 1 840 649
of 1927, page 2, lines 55-60. The Americans have
recently named this apparent

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liquefaction of powdered or finely granulated materials under the influence of gases that are passed through them "fluidizing" or "fluidization".

Instructions had been issued by the I.G. management, i.e. particularly by Dr. BueteFisch, to the effect that no reserve was to be exercised in making available to these people all pertinent, technical information, including that which was still in the course of development, although the agreement between I.G. and the American firm, the Catalytic Refining Agreement, had not yet been concluded. I again drew the attention of the Standard people to this process and demonstrated a small-scale experiment. In May 1938 I received, through the Standard Oil, a 5 kilogram sample of Aruba asphalt from a Standard plant on the Antilles island of Aruba. After a successful experiment had been carried out with this small quantity of asphalt about 1000 kilograms of Aruba asphalt was sent to us by Standard Oil, through the German American Petroleum Company in Hamburg, which arrived at the nitrogen works at Oppau at the end of November 1938. Then I was able to show on a large scale that the cracking of asphalt could be carried out in a "fluid" bed of glowing, granulated material without the individual grains of the asphalt, while being baked at a high temperature, fusing into large lumps. Then from the beginning of 1939 the Standard Oil of New Jersey developed its "fluid catalytic cracking"

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process for the cracking of heavy mineral oils and manufactured with this process very large quantities of 100 octane aviation gasoline and butylene for Buna rubber. In the periodical "Oil and Coal" for 1943, page 235, it was stated that 33 plants were to be built in the U.S.A. for this process.

Ludwigshafen/Rhine, 27 January 1948

(Signed): Dr. Fritz Winkler
(Dr. Fritz Winkler)

I hereby certify the authenticity of the above signature appended today, before me.

(Signed): Dr. Kurt Hartmann
Assistant Defense Counsel

Case VI

Certified a true and literal copy of the above document.

Nuremberg, 23 February 1949

(Signed): Dr. Hans Flaechsner
Attorney.

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A f f i d a v i t .

I, Dr. Friedrich Ringer, residing in Fischbach, near Weidenberg, Kreis Bayreuth, have been duly warned that I shall be liable to punishment if I make a false affidavit. I hereby declare on oath that my statements are the truth and that they were made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nurnberg, Germany.

1.) I was born on 13 December 1900 in Neumuenster . Since 1926 I have been a chemist with the I.G. Farbenindustrie A.G. Until 1933/34 I took a leading part in the development of the hydrogenation process: from 1932/33 until the beginning of the war I was mainly engaged in processing the agreements which the I.G. had in respect of oil with a number of non-German oil and other companies. At the request of OIGUS, Decartellization Branch, I explained the history of the origin, the meaning and the substantial content of these agreements in a memorandum entitled, "Activities of I.G. Farbenindustrie A.G. in the field of the oil industries".

These agreements in the field of the oil industry for the most part provided for a thorough-going exchange of experience between the partners in the particular fields of the agreements.

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The supervision of this exchange of experience belonged to my scope of activity. In the special field of hydrogenation this exchange of experience was practically carried out by the High-Pressure Experimental Department Ludwigshafen. On the basis of this work I am in a position to give a resumé of how the exchange of experience was carried out in general by the I.G. in the field of the oil industry in which I was engaged.

2.) The following persons were responsible for the decisions in regard to the collaboration of the I.G. with foreign oil companies in the oil industry and in regard to the exchange of experience: Professor KRAUCH, for as long as he was actively employed with the I.G., until 1936; Dr. BUETEFISCH, since about 1937, in regard to the exchange of technical experience; Dr. von MERIEU, in regard to the legal supervision of the agreements. Until the outbreak of the war these gentlemen invariably recommended, as the policy for my sphere of work, the strictest adherence to the obligations assumed under the agreement and the carrying out of the exchange of experience in the most orderly manner possible so that the partners to the agreements would be completely satisfied. I can recall no instance in which I was urged by any of the persons mentioned to hold back any experimental data relating to the sphere covered by the agreements. Naturally I had to comply carefully with the government regulations to the release of important information to foreign countries. I shall come back to this

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later in my exposition.

In keeping with this basic attitude of Dr. KLAUKE, Dr. von KNIEREM, and Dr. BUETEFISCH in particular, a comprehensive and very active exchange of experience in the field of oil developed with our numerous partners, which was very beneficial for both sides in the agreements. As intended by the partners to the agreement, a very rapid and technically favorable development took place in the fields covered by agreements through this collaboration based on mutual trust. Representatives of foreign companies, such as the Standard Oil Company of New Jersey, were almost constantly at the I.G. as contact men for the purpose of learning immediately of any new developments and reporting on them. Furthermore, specialists of the foreign partners to the agreements were very frequently at the I.G., sometimes for longish visits. At the high-pressure experiments alone, in Ludwigshafen, for example, there were an average of at least 25 foreign observers annually between 1933 and 1938 in connection with the exchange of technical experience in the field of hydrogenation. In addition representatives of the foreign oil companies came to Louisa and Oppau for discussions concerning the other fields of the oil industry which were subject to the agreements. Merely as examples I mentioned two fairly extensive discussions in connection with the exchange of experience in the field of Polyco and of hydrocarbon synthesis. These discussions were held at the I.G. with the representatives of a number of North American and other oil companies;

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sometimes Dr. BUETEFISCH and sometimes I presided. They lasted for a considerable time - until the end of 1938. As characteristic for the unrestricted nature of the exchange of experience I wish to mention that the Standard Oil Company received samples of new important products (Parafflow, Oppanol-Paraffone) before the first tests of these new products in the laboratories of the I.G. were completed. In many cases new technical processes were demonstrated in the first development stage to foreign agreement partners until immediately before the outbreak of war. Examples of such processes are: movable catalyst, butane dehydrogenation, new modifications of hydrocarbon synthesis, butane chlorination, methane-oxygen combustion, synthetic paraffin lubricating oil, etc.

3.) The foreign agreement partners frequently expressed to me their unqualified gratification for the way the exchange of experience was handled and for the complete mutual trust that prevailed in the collaboration. I do not recall a single instance of dissatisfaction in any respect in the exchange of experience in my particular field. I wish to emphasize that this result was only possible because of the attitude of Dr. KAUCH, Dr. BUETEFISCH, and Dr. von KNIERIEM, for, in view of the many technical men at the I.G., there were individual cases in which an attitude of resistance to an early release of discoveries

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and experiences had to be overcome.

The agreement on hydro-carbon synthesis concluded in October 1938 and the agreement on catalytic cracking laid down in August 1939 are proof of the complete confidence of the foreign partners to the contract in the exchange of information with the I.G. A considerable proportion of the great, foreign, oil companies participated in these agreements, particularly in the catalytic cracking agreement, as foreign partners of the I.G.; for example, in addition to Standard Oil (N.J.), there were, amongst others, the Shell Group, Texas Oil and Standard Oil of Indiana. These agreements provided, principally, for the immediate commencement of an exchange of information between the contracting parties whereby the I.G. placed at the disposal of its partners its most recent discoveries and research results in the spheres covered by the agreement. This exchange of experience was to form the basis for the development of new processes. The privileged position accorded to the I.G. was based on the technical contributions expected of the I.G. in this sphere and shows that, right up to that time, none of the foreign partners had any doubts, by virtue of their experience up till then, about the faithful and conscientious execution of the agreement, as directed by Dr. Luetefisch, on the part of I.G.

4.) Naturally all the partners to these agreements always

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understood that ordinances of the pertinent government authorities might result in restrictions being imposed on the exchange of information. This fact was recognized as early as 1929 when concluding the main agreement with Standard Oil (F.J.) and led to special correspondence between Mr. Teagle, at that time the president of Standard Oil, and Dr. Schmitz. In 1929 the document on this subject was appended to the main agreement when the agreement was concluded and made specific provision for the event, "that, at a later date, one of the partners might be subjected to restrictions or prevented from fulfilling the obligations of this contract or one of the agreements provided for therein by the provisions of an existing or future law or that the provisions of a law or the intervention of a government authority might considerably diminish the interests of one of the partners."

In later agreements also, I.G. never left any doubts in the minds of its foreign partners as to the possibility of such obstacles arising and it was always accepted by those partners with complete understanding because they, also, had to reckon with similar restrictions being imposed on the exchange of data by ordinances of their government offices. Accordingly, the agreement entered into in October 1938 on the synthesis of hydrocarbon also contained a provision.

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for such a contingency, in the form of the so-called hardship clause. The agreement on the catalytic cracking process, concluded in 1939, contained a similar clause that provided for the conditions prevailing at the time.

The first case, to my knowledge, in which government regulations required that information be withheld did not occur in the case of the I.G., but in the case of the Standard Oil Company of New Jersey. In February 1936 the representative of the Standard Oil Company, Mr. Howard, informed us that his company had been requested by the government not to release any information to us concerning certain processes, not particularized, in the field of hydrogenation. According to information from Howard, however, the Standard Oil Company was able to remove the objections of the government shortly thereafter, as far as I know, the I.G. also succeeded, through conferences or written appeals, in removing the objections of the government authorities to the exchange of experience in all important cases in the fields in which I was engaged. In such cases the I.G. always took the utmost pains, by describing the circumstances, to avoid being hindered from loyally fulfilling the obligations assumed under the contract. This was achieved in spite of the fact that the exchange of experience was frequently subject to sharp criticism from the government offices and that severe attacks sometimes could not be avoided. A typical example of the difficulties which the

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I.G. had to overcome is the case of ethylene-lubricating-oil. Ethylene-lubricating-oil is a specially high-grade lubricating oil that was developed by the I.G. The I.G. informed the Standard Oil Company in September 1936 through me, about the process, giving technical details on how to carry it out, and supplied it with samples for testing in November 1936. The government authorities had not been informed about this, for as a general practice such information was submitted to the government authorities only in very rare cases, at least until the middle of 1939. The Reich Air Ministry later put great value on this lubricating oil as an airplane motor oil. When the fact became known that the ethylene-lubricating-oil had been released to the Standard Oil Company, with technical details on the method of production, I was severely reprimanded by the Referent of the Reich Air Ministry and threatened with prosecution for treason. It required considerable efforts to settle the affair through the personal intervention of Dr. Buotefisch with Herr von Heonskerck, the department head in question at the Reich Air Ministry.

The responsibility, and the dangers connected with it, which the I.G., especially Dr. BUETEFISCH had to bear, in fulfilling an exchange-of-experience agreement of mutual trust were great. No understanding

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was to be expected from the government authorities concerned for the point of view of the I.G. that only ^{by} means of a loyal fulfillment of the agreements by both parties ^{could} the greatest benefits be hoped for, and, furthermore, that the I.G. in no case could allow itself to be criticized abroad for unreliability. If, in spite of everything, it was still possible at the beginning of the war to receive the approval of the government for such agreements as the one relating to the catalytic cracking process, this was only possible because Dr. BUETEFISCH had described the facts to the authorities concerned which enabled them to grant the approval which the I.G. had expended the greatest effort to obtain.

Bayreuth, 22 December 1947.

signed: Dr. Friedrich Ringer

Document Record No. 2053/1947

I hereby certify the above signature of Dr. Friedrich RINGER, chemist, residing in Fischbach, Post Lidenberg (Oberfranken), born on 13 December 1900 in Neumünster/Holstein, identified by his German identification card with photograph, issued by the Landratsamt Bayreuth on 14 May 1947 (Identification Number B 535 468).

The meaning of an affidavit was made clear to Dr. Ringer.

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Bayreuth, 22 December 1947.

Document Record No. 2053.

Signed: Lr. Goupel,
Notary

Notary fee 2.-- RM
Turnover tax 0.06 RM
(KO Article 39)

(Lr. Theodor Goupel, Notary)

signed: Lr. Goupel

L.S.

* * * * *

Certified true copy of above document:

Muornberg, 20 January 1948.

signed: Lr. Hans FLADCHNER
Attorney at Law.

A f f i d a v i t .

I, Dr. Gerhard Free, residing at Ludwigshafen/Rhine Zbertstr.31, having been duly warned that any false statement on my part will render me liable to punishment, hereby declare, on oath, that my statements are correct and were made for submission in evidence to the Military Tribunal of Justice, Muernberg, Germany.

Beginning in fall 1937 I worked in the High Pressure Experimental Department of the I.G. Farbenindustrie Aktiengesellschaft in Ludwigshafen which was directed by Herr Dr. Pier, on different processes connected with hydro-carbons, which came under the agreement with the Standard Oil of New Jersey. At this time experimental work regarding catalytic cracking were being increasingly made by us in the I.G. and particularly in the United States. The exchange of experience with Standard was carried out in that, in Ludwigshafen and also in Leuna a few gentlemen from the Standard in America stayed there, to whom we had to communicate all our experimental and research results in full and with whom we continuously had discussions of a technical nature in accordance with the instructions of our superiors. I recollect that in 1937/38 Messrs. Asbury and Lowdney of the Standard Oil of New Jersey and Dr. Lansfeld of the H.W. Kellogg Co., availed themselves of this exchange of experience.

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As a result of this active exchange of experience, which took place between Ludwigshafen and the Louisa works on the one hand and the Standard Oil of New Jersey and the W.W. Kellogg Co., on the other, the American work on catalytic cracking was greatly furthered in respect of the synthetic cracking catalysts developed in Ludwigshafen. It has to be emphasized that we were instructed by Dr. Buepfisch and Dr. Pier to communicate to the Standard all our experience, in full, on account of the friendly relations existing, although the agreement concerning catalytic cracking had not yet been signed.

About in summer 1939, in connection with our current exchange of experience, the American side wanted to know whether our experimental work in hydrogenation and dehydration gave indications^{of} how, in particular, the octane figures of low grade anti-knock, heavy gasoline fractions, which became available in large quantities in America, could be improved. Regarding this we were able to refer the gentlemen of the Standard to experimental work according to which we had succeeded in increasing dehydration and thus an improvement in the octane figure by catalytic treatment of naphtene heavy gasoline in the presence of hydrogen, provided suitable pressure and temperature were applied. Furthermore, experimental work which we likewise communicated to the Americans, produced pointers and results to the effect that considerable

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aromatization and, hence, a material improvement in the octane number could be obtained by catalytic treatment of other heavy gasolines of non-naphthene composition in the presence of hydrogen at a relatively low pressure and a corresponding temperature. Both the Standard and the Kellogg Co. were greatly interested in these results in spite of the relatively low yield of the last mentioned processes, since, in view of America's rich oil resources, the yield was less important than in Germany. The I.G. expressed its willingness to carry on the work in this field forthwith, although it was, for the time being, little interested in ^{it} for its own purposes.

The Standard and the Kellogg for their part, carried out catalytic experiments for the purpose of improving the anti-knock value of heavy gasolines which led to the development of a catalytic process for which they chose the name of hydro-forming process. These experiments in the United States of America produced good results and soon led to the installation of a semi-technical plant by means of which the data for the erection and operation of a hydro-forming large scale installation in both Bayway and Baytown were collected.

In summer 1939 three gentlemen of Leuna were detailed by Dr. Subtefisch to continue, by way of a return visit, the conferences regarding the exchange of experience in catalytic and related processes in the United States of America. At the instigation of Dr. Pier I, too, took part in this journey.

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Nobody, including Dr. Bustefisch in particular, instructed us to be reticent regarding our research and development work. On the contrary, we were instructed to serve the promotion of the great problem in its entirety in every way. Thus, after most fruitful discussions, the Americans also decided to propose collaboration to avoid redundancy, and a detailed program was drawn up concerning it. Our collaboration in regard to the hydro-forming process was to extend, for instance, to the sphere of the improvement of catalysts and of the treatment of special problems of a thermal nature. This decision we immediately reported by letter from America to our superiors, including Dr. Bustefisch, in order to enable work in connection with these problems to be taken up in Germany immediately. Further work was rendered impossible by the outbreak of war.

To sum up I would say that we chemists and engineers could not think of a more loyal collaboration with our colleagues in America than ^{there} actually was. This alone explains the rapid progress made in these fields. As an expert in this branch I may state that we have carried out this exchange in a fair fashion until the end. If we had official instructions not to disclose a process the partner was previously informed. This applied to the I.G. as well as to the Standard and Kellogg Co., and each party fully understood. For instance, the installations and laboratories of the H.K. Kellogg Co. were not shown to us with the express explanation

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that contracts for the American army were underway,
Ludwigshafen/Rhine, 9 December 1947.

Signed: Dr. Gerhard Froo
(Dr. Gerhard Froo)

Sworn to and signed before me at Ludwigshafen/Rhine
this 9th day of December 1947, by Dr. Gerhard Froo,
who is known to me to be the person making the above
affidavit.

Signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

This is to certify that the above is a
literal copy of the original document submitted to me.
Huernberg, 6 February 1948.

Signed: Dr. Hans Flaechner
(Dr. Hans Flaechner)

E x t r a c t

of document Dr. Buetefisch No.71
(Affidavit, Pier dated 3 January 1948).

.....

Also in the international exchange of experience with the Standard Oil Company of New Jersey, the International Hydrogenation Engineering and Chemical Company, den Haag, and other parties to the contract, Dr. Buetefisch and I worked in close cooperation and executed, by order of the IG and also on our own initiative, the contracts loyally until the outbreak of war. Dr. Buetefisch who, as member of the Vorstand had also to look after the oil interests outside Germany, always acted according to the principle that our current experience should be placed at the disposal of our foreign partners in the spirit of friendly cooperation.

I was in charge of the scientific and technical exchange of experience in the field of hydrogenation proper, and I can testify to the fact that we always made known to the gentlemen of the Standard Oil our latest results. I know nothing of an order by Dr. Buetefisch which in any way restricted this free exchange of experience and the loyal cooperation with the foreign partners in any way.

I do not have the same knowledge of the broader field of the contract, such as catalytic cracking, the carbon monoxide-hydrogen-synthesis etc., as I have of hydrogenation; however, as far as I can judge, also there the contracts were fulfilled most loyally by the contracting parties, especially also on our part.

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Thus, for instance, lectures were given as late as in 1938 to American specialists in the field of carbon monoxide- hydrogen, on our recent results, which were followed by detailed discussions.

If Dr. Buetefisch - which was up to now not known to me - informed the Army High Command in 1940 that the exchange of experience was done in such a way that only outdated technical data were passed on, this can have happened only in order to make a continuation of the exchange of experience with the American business friends at all possible. In practice, also after the outbreak of war, we have always endeavored to act in such a way that at any time the contractual relations could have been taken up again and that we did not violate the spirit of the contract.

.....

I certify the correctness of the above extract of the document Dr. Buetefisch No.71.

Nuernberg, 27 February 1948.

(signed) Werner Broese,
(Werner Broese)
Assistant Defense Counsel
in Case VI.

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A f f i d e v i t

I, Ernst B e c h t , resident of Idar-Oberstein, Eruehlstrasse 19, have been duly warned that I render myself liable to punishment in case of any false affidavit on my part. I declare under oath that my statement is in conformity with the truth and was made in order to be presented as evidence at the Military Tribunal at Nuernberg, Germany.

Prior to and during the war until spring 1943 I worked in the office of General Thomas as head of the rawmaterial department and as such had to work also on questions concerning mineral oil economy.

In spring 1940 Dr.Bustefisch, the technical chief of the Leuna-Works, came to General Thomas in order to request him to assist in questions of the continuation of the exchange of experience with the Standard Oil Co. In the course of the war those parts of the army which were competent for the further development of fuels had, in an ever increasing measure, made difficulties for the IG in the execution of the exchange of experience with their foreign contract partners. Dr.Bustefisch, therefore, requested the intervention of the Military Economy Office in this question. General Thomas offered to present the matter to the Reichsmarschall and to propose to him that the decision as to how far the exchange of experience, in consideration of the restrictions concerning secrecy in the interest

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of the defense of the country could be continued, be left to Dr. Buetefisch. We clearly understood that such a measure would ^{better} facilitate the fair continuation of the obligations entered into by the IG towards her foreign contract partners than the existing procedure entailing the interference of military offices, the consultants of which already, in view of their own responsibility, were most reluctant to grant permits and equally through this lack of practical experience could frequently not judge matters correctly. At the same time protection of IG against possible attacks by Party offices, who in many cases were inimical to IG, was to be secured thereby.

As basis for a short report to the Reichemarschall, General Thomas requested a file note from Dr. Buetefisch which was to be prepared in such a way as to enable a positive decision in the sense of the application by Dr. Buetefisch to be brought about. For this reason the file note by Dr. Buetefisch was deliberately and with the full understanding of General Thomas formulated in such a way that the Reichemarschall would see in the continuation of the exchange of experiences an advantage but no danger to the German defense. As far as I can remember, General Thomas did actually manage at the time, on the occasion of a personal report to the Reichs -

marshall, to bring about a quick decision

I would like to add that Dr. BueteFisch by the form which the Reichsmarschall gave his authorization, took upon himself a most dangerous responsibility as far as his own person was concerned.

Nuernberg, 19 December 1947.

(signed) Dr. Hans FLAETSNER
Dr. Hans Flaetsner

I certify the literal and correct copy of the above document.

Nuernberg, 20 January 1948

(signed) Dr. Hans FLAETSNER
Attorney-at-Law

December 25, 1943

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The Petroleum Times

American Business and Standard Oil's Blue Print for World
Trade

Secrets Turned Into Mighty War Weapons Through I.G. Farben.
Agreement Discussed by R.T. Haslam, Standard Oil Company (N.J.)

I AM a chemical engineer by profession. Like most chemical engineers, I have seen strange things happen - in the laboratory and in the experimental development of new discoveries. I have had many thrills looking at what was going on in a laboratory, but scarcely ever realising that what I was seeing was indeed a miracle.

To-day I want to tell you of some of these miracles. If for no other reason, they may interest you because they are timely miracles, miracles without which we probably could not have won this war. But the most fascinating thing about them is that they are miracles which had their beginnings more than 15 years ago in the land of those same Nazis with whom we are now at deadly war. Secrets brought to America from Germany 15 years ago by American scientists have been turned into mighty weapons which to-day are blasting into bits the very laboratories in Germany where the key to them was first discovered.

I wish to make the story of these miracles the background for our discussion of "American Business and World Trade". They will give you an insight into an "International Agreement", with which I have personally been connected, one way or another, for the past 15 years. They will make you acquainted with the living accomplishments resulting from the co-operative efforts of many men working long hours over long years.

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Talk of Oil Shortage in 1926

It started in 1926. In September of that year the Federal Oil Conservation Board—a Board made up of the Secretaries of War, Navy, Interior, and Commerce—made a report to President Coolidge, saying that America had only six years' supply of oil in sight.

Maybe it is because oil men are optimists, but the officials of Standard Oil Company did not agree in 1926 that all of their country's oil would run out in 1934. But when so august a body as the Federal Oil Conservation Board made such a statement, Standard decided that something should be done. They did two things:—

First, they went to the far corners of the world to seek for oil, at the same time developing new geological methods of finding oil.

Second, they set out to find how to convert coal to oil—for there was known to be several thousand years of supply of coal in the States.

I was a Professor of Chemical Engineering at the Massachusetts Institute of Technology, and had been a consulting engineer to the Standard Oil Company (New Jersey) for several years.

In 1927 I took a job offered me by Standard to build an entirely new laboratory at Baton Rouge, Louisiana, for the express purpose of finding a solution to the shortage by converting coal to oil. By June, 1927, we had produced here in the United States petroleum from coal on a very small scale.

In the meantime there had been much talk in technical journals about how the Germans were using a new hydrogenation process to convert coal into oil. By this process a lump of coal is made to unite with a colourless gas—hydrogen—and

the result is an oil exactly like petroleum. They had experimented along this line much earlier than we, because they didn't have much natural oil. In the summer of 1927 Standard sent three of us engineers to Germany to look the situation over. Our job was to decide whether that process was a success, and whether it would be commercially practical in the United States.

We went through the plants of I.G. Farbenindustrie at Leipzig and Ludwigshafen. In the United States at this time we had made a few small test tubes of this oil from coal in a piece of apparatus about two inches in diameter and about two feet long. In those German experimental plants I saw them carrying out this process in multiple reaction chambers, each 7 feet in diameter and 40 feet high, making gasoline from coal in tank-car quantities. This shows how far advanced the Germans were over us at that time.

As technical men, we had two alternatives. One was to spend 10 years of our lives trying to catch up with the Germans and then go on from there. The other was to buy their knowledge, bring it to America, and immediately start developments here. We recommended to the board of Standard Oil Company that they buy the knowledge. They agreed, and we gave the Germans the equivalent of about 35 million dollars.

Hydrogenation the Key to Many Miracles

That was a lot of money. And since we didn't want to be going over to Germany every three or four years, and paying a similar amount for some "new" modification or "new" improvement of this process that they might have up their sleeve, we asked them to sell us everything they might discover that could be used in the oil-business-our business - during the next 17 years, or until 1947. Seventeen years is the life of the United States patents on hydrogenation we proposed buying.

"But", they argued, "while your request is reasonable,

what is to prevent your using our inventions-or other inventions you may make as a result of the knowledge we will give you - against us in our business - drugs and dyes?" To overcome this objection we said that "while we have never yet carried out research in the drug and dye fields, and have never taken out a single patent along these lines and have no intention of doing so, if we do we will sell them to you at a fair figure." This agreement, incidentally, is the basis for all the loose talk 12 years later about our having created a "cartel".

Now I want you to remember that Hydrogenation process. We brought it over to the States and immediately made it available to the whole oil industry. Its acquisition by American interests was hailed in newspapers. In the three years it was being negotiated it was written up on 11 occasions by The New York Times alone. During the next five years we spent \$ 15,000,000 in America in research developments on the process. We found out better and cheaper methods for making oil from coal, and if American oil wells should ever run dry the American oil industry will be ready to make out of coal the gasoline to run our automobiles and trucks and buses and aeroplanes.

This same hydrogenation process-which Germany now uses to supply over one-half her war-time use of oil-was to be the key that years later unlocked the door to a lot of miracles that we didn't dream of them. It was this very process which first provided 100-octane aviation gasoline in commercial quantities, thus enabling - as early as 1936 - the United States and British Air Corps, the Pratt and Whitney, and the Wright aeroplane engine companies in America, and the Rolls-Royce, the Hercules, and the Bristol factories in England (but not the Germans) to re-design their aeroplane engines and increase their power for a given size and weight of engine by 25 to 30 per cent. - the edge in the air that often means victory or defeat, life or death. A British authority has stated that it was the use of 100-octane gasoline -

first made commercially possible by America's use of the hydrogenation process - in the Hurricane and Spitfire fighters that was largely responsible for victory in the Battle of Britain - a miracle not only for the "many" who owe so much to so "few", but a miracle, too, for us here in America.

Let us shift from fuel to explosives. To me, here is another miracle - the transformation of petroleum to the coal-tar product toluol, the second "T" in T.N.T., the high explosive tri-nitro-toluol that is used in shells, bombs, and torpedoes.

In World War I about 95 per cent. of the toluol came as a by-product during the production of coke used in the manufacture of steel. Production was very limited, in spite of all America could do we ran very short of toluol in World War I, although the use of bombs and high explosives in that war was only a small fraction of what this war requires. To-day America and her Allies have huge quantities of toluol, thanks to the help of the very oil hydrogenation process that Germany originated.

In 1933 we first discovered this application: six years later, after working steadily with the War Department from that time on, an unknown to the I.G. or any other company, the first tank car of synthetic nitration-grade toluol ever made in the world was shipped from our refinery at Baton Rouge, Louisiana, sixteen months before World War II broke upon us.

From a Little Bottle Labelled "Oppanel"

Very promptly after a large plant was built for the Ordnance Department, which went into production one month before Pearl Harbour. Since then this plant has operated continuously at over two times its rated capacity, and has supplied about two-thirds of all the toluol for the high explosive T.N.T. used by the combined United States Army,

the Navy, and the Air Corps for the entire year 1942.

We're proud to-day to know that four out of five of those bombs dropping on Germany and on the territory occupied by Japan come from petroleum, and that most of them use toluol made by that hydrogenation process we bought from Germany 14 years ago.

Another miracle that I want to mention briefly is a substance that many may never have heard of. We called it "Paratene". We obtained this product from the I.G. because we had insisted on getting all their oil inventions during the life of the hydrogenation patents.

In 1932, two years after the agreement was made, one of our chemists picked up a sample of this chemical curiosity in an I.G. laboratory and brought it back home with him - a little bottle of what the Germans called "Oppanol"

Back in America some of the men in our laboratories had been working for years on a very worrisome problem - the problem of overcoming the effect of heat and cold on the fluidity of lubricating oils. Oil, like molasses, thickens when cold and thins out when hot.

Well, our chemists finally found that this chemical curiosity of the Germans was exactly the missing link that research chemists had for years been looking for to give oil a more stable viscosity under changing temperatures. We found that this substance could be dissolved in oil, and that when a very small quantity - only two or three per cent. - was added to oil, the oil did not thin out nearly so much under extreme heat nor thicken up so much in extreme cold.

Do you remember how the German tanks bogged down in Russia? Did you wonder why it was that the Russian tanks kept going last winter - why it was that Russian armament drove the Germans back toward Poland when the freezing cold set in, even when the German communiqué complained of cold so bitter that the oil froze in the motors? The Russians had

"Paratone", made in New Jersey, U.S.A., from a process originated in Germany in 1932, and used first by us in lubricating oils in 1934, and which the Germans couldn't use because they lacked the needed raw materials.

Have you wondered why our fighting planes in Africa can work smoothly at stifling desert heat and then zoom to stratosphere cold of -55° F. and still work as smoothly? They had similar "Paratone" -treated oils.

Did you ever puzzle over the problem of why gun turrets on Flying Fortresses worked as smoothly at 30,000 feet as at 200 feet? They have been operated by hydraulic oils also made from "Paratone".

Every single gun firing a shell larger than about 37 mm. in the United States Army and Navy has its terrific recoil absorbed by "Paratone" -treated oils. Every turret on every warship and every turret on every tank has been swung around and its guns raised and lowered by "Paratone" -treated oils, thus making their fire power greater and more accurate.

Yes, truly a miracle as well as the irony of fate.

The next miracle I want to touch on briefly is one about which all of you have heard a great deal during the past two years. In many ways it is the most important miracle of them all--synthetic Buna rubber.

A basic ingredient of Buna rubber, as you know, is butadiene. Because they lacked oil, the Germans learned to make butadiene from coal. But because butadiene could also be made from oil, a part interest in the Buna rubber process itself (3/8ths) came to us because we had insisted back in 1929 on getting all of I.G.'s inventions in oil-chemistry until 1947. Consequently we learned a great deal not only about synthetic rubber, but how to make it from oil.

Twelve Years' Research Went Into Buna

By the time the Nazi army marched into Poland the Germans had just gotten into operation their first large-scale commercial Buna plant of 25,000 tons capacity - probably about one-tenth of their war requirements and about 1/40th of our present programme. At that time (1939) few people in Government or out dreamed that even if war ever came with Japan, the Japs would be able to take Singapore and the Dutch East Indies. Nevertheless, there had been in the States nearly 10 years of study of the problem of producing Buna from oil. By 1938 Standard had been conducting initial conversations with the leading rubber companies in the United States on the merits of the Buna rubber process and product. And by 1939 five leading American rubber companies were running tests on Buna rubber tyres. (I, myself, took a sample to one rubber company as early as 1934).

The Germans, under the contract that we had made with them 10 years earlier, owned a majority interest in Buna rubber - their own invention. However, by a settlement with them in September, 1939, we obtained from them all their rights in the Buna rubber process for the United States and the British and French Empires, and gave up our rights in this process for the rest of the world. A few weeks later - two whole years before we got into the war - we were down in Washington reporting the new situation to the Army and Navy Munitions Board, seeking their advice on future developments of synthetic rubber in the United States. From then on we were in constant contact with eight different agencies of Government on this problem. When the Japs struck that Sunday morning at Pearl Harbour we didn't have synthetic rubber in any large quantity, but we had the knowledge obtained by over 12 years of research work, and finally, with the help and co-operation of Government and many others, we had got ourselves in a position where we could make a start. And several months later, when the Japs took the rubber of

Java and Sumatra, we were on our way. The rest of the story you know. William Jeffers, former Rubber Czar, down in Houston a few weeks ago, said that the United States rubber programme would be a year and a half behind where it is now if it had not been for that pre-war research Standard Oil Company (New Jersey) conducted, which started in 1930, following our 1929 agreement with I.G.

There are other miracles besides those that I have mentioned, all of them powerful weapons of modern magic that came into being in time to help us win the most important war in history against the evil and ruthless forces dominating the very country where the miracles had their beginning. There is not time to discuss all of them.

Furthermore, there is another aspect of this situation that I would like to take up with you. Public opinion polls, such as the Fortune poll, conducted by Elmo Roper, show that fully three-fourths of the American public is in favour of the United States taking a larger part in world affairs after the war than we did before the war. Not all of the balance are opposed to the idea. Many of them confess they simply have not made up their minds. A clear majority - in fact, nearly 60 per cent, of all the people - would carry this participation in world affairs to the point of an organisation which had a World Court and a police force strong enough to enforce its decisions, and in which the United States participated actively.

" I Oppose Cartels" - S.O.N.J. President.

It is inconceivable that the American public wishes its Government to go thus far in international political cooperation and still be isolationists in the business world. I do not think that this country can be isolationist in trade and international in politics. We must learn to know the countries and people in this world through association with them, through business dealings with them - dealings

which our Government knows about and aids when aid is justified.

If we want international co-operation we must remember that co-operation is a two-way program. We must try to understand other countries political, religious, cultural, and business views, and they must try to understand ours. Each may prefer his own. Each may disagree as to which course is better, but if there is not an understanding to tolerance of one another's views, if there is any insistence on others adopting an unwanted philosophy of politics or business, then we will again have another Nazi-like domination.

In the field of business, for example, there are large areas of the world where cartels exist in many lines of business. More often than not they are Government-sponsored for the purpose of protecting local concerns from the free competition of outside companies. In some cases the Government fixes the maximum sales quota for each competitor, in others the exact price is fixed by Government. This is true not only in Europe, but also in South America.

If America wants its business to expand in these countries to carry, through precept and example, the doctrine of America—then American companies must adapt themselves not only to local laws in these foreign countries, but also to local custom. The people of America must understand conditions, customs, practices, and laws of other countries if we are to take a larger part in world affairs, especially if we wish to do so without making enemies for ourselves.

Let me discuss our position with respect to cartels. We do not consider our Standard-I.G. Agreement of 1929-1930 a cartel, except possibly under Mr. Gilbert Montague's definition, namely, "A cartel is anything Mr. Thurman Arnold dislikes." However, "cartel," as defined in Webster's New International Dictionary, is an agreement designed to control production and raise prices above economic levels. Our company's position on such cartels was well expressed by our

president, R.W. Gallagher, at our annual meeting last June. He said:-

"I want to say this, that I oppose cartels so far as our company is concerned, in any place, with all the vigour I have. I think it is a bad thing for our company."

This is a very clear statement.

In order to help America formulate a business policy in connection with international business our company has announced certain policies with respect to world trade, which I will repeat here in condensed form: -

1. We do not believe in controlling production, whether it is done by Government fiat or by business men behind the locked doors of board rooms. When there seems to be over-production it is the American way to use science in finding new uses for the product, to improve the methods of distribution so that more people can share what is being produced at a lower cost.

As Justice Brandeis once said, "The one final way in which we can improve the condition of the worker is to produce more in order that there may be more to divide."

Like most responsible American corporations, we are dedicated to that American way.

2. We do not believe in combinations to control price. Quite aside from any moral principle involved, we think it is folly for a business to believe that it can be secure in such an arrangement. Sooner or later somebody is going to develop better ways to make the product more cheaply and then take the market away from the price fixers. Like most responsible American corporations, our constant objective is to be that "somebody". It has been our experience that a clique which has run into the dead-end street of trying to save its business by maintaining unnatural prices is the easiest kind of competition.

3. We are for business dealings with people in foreign

countries. The American has traditionally roamed the face of the earth, bringing back new things to make life better and happier for our citizens, and carrying the gospel of the American standard of living to people in other land. The bitter experience of two bloody and costly wars has shown that international trade must be increased, planned more intelligently, made easier, not frustrated or blocked. For one thing, everybody seems to agree that basic raw materials must be more easily, more equitably available to the people of all nations.

Of course, when American business men do business in other countries they must do business the way that country does it. They must obey the laws of the land. No matter how much he may prefer the way we do business in the States, no American business man can hope to change the political structure of a foreign country just to suit his convenience. For example, our Government in 1922 urged American companies to secure rights to produce oil in the Near East. We attempted to acquire interests in Iraq. After six years of arduous negotiation we entered into an agreement which limited to a certain percentage our share of the oil to be produced, and restricted our producing activities throughout the whole area.

In the United States such a contract would probably violate the Sherman Anti-Trust Act. The point is that if America was to get any of the oil of Iraq, American companies had to abide by the conditions imposed by international competition.

4. We are against secret agreements. We think that secret agreements are a bad business policy, and that in our American democracy there is a fundamental reason for this position. In the States we are dedicated to the principle that the will of the people shall prevail. If this principle is to be effective, it means that the people must have the facts on which to form their opinions.

It has been our observation that the judgment of the American public has been consistently right when it has the facts.

Dokument Buetofisch Nr.3
Exhibit Nr. _____

Any business which deliberately follows a policy of secrecy and mystery is vulnerable to the attacks of any ill wisher who sees some personal advantage in stirring up prejudice based on misrepresentation and distortion of the truth.

Of course, there are times when publication of the facts is against the national interest. But here responsibility for this decision should rest with Government.

We are ready to file with the Department of State, or some other designated Government agency, copies of all contracts that we make with foreign corporations. If that agency considers publication of the facts to be in the public interest, we are for publishing them to the world.

* * * * *

That is our blue print for world trade. And when we have won this war, all of us together must make world trade work for everybody. Only in that way can we hope to develop ways of keeping this world of ours at peace. Swords can once more be beaten into plow-shares, and the miracles of science and industry that have been made into such mighty weapons of war can then be used to make this globe a better place for all the people of all the lands of the earth.

Ich, der Unterzeichnete Rechtsanwalt Dr. Hans Flächener, Verteidiger des Angeklagten Buetofisch vor dem Tribunal VI versichere hiermit, dass die obenstehende Urkunde eine wortgetreue Abschrift der Photokopie eines Artikels aus der Petroleum Times vom 25. Dezember 1943 ist.

Jede Seite der Photo-Kopie trägt folgenden Stempel der Kopieranstalt:

Wij Garanderen de aansluitendheid dezer copie met hetter beschikking gestelde origineel
c.v. Fototypie, Weteringschans 205
Amsterdam O. Tel. 35168-36352.

Nürnberg, den 3. Februar 1948.

gez. Dr. Hans Flächener
(DR. HANS FLAENCHNER)

A f f i d a v i t

I, the undersigned Dr. Hedwig JOCHMUS, resident of Heidelberg, Holmholtzstrasse 10, have been duly warned that I render myself liable to punishment in case of any false affidavit on my part. I declare under oath that my statement is in conformity with the truth and was made in order to be presented as evidence at the Military Tribunals at Nuernberg, Germany.

I am a chemist of the I.G. Farbenindustrie A.G. and have worked in the office of sparte I in Oppau since 1 May 1936. In this position i.e. I assisted in the writing of the notice of 16 May 1944 which was prepared by the I.G. Farbenindustrie in reply to the article by Professor Haslam in the Petroleum Times of 25 December 1943. Hence I am able to say the following regarding the origin of the notice referred to.

The article by Professor Haslam published in the Petroleum Times of 25 December 1943 came to our knowledge in the last year of the war. It pointed out that the Americans had received the most vital processes for the conduct of the war from I.G. The danger was that the article might fall into the hands of the German Security Organs and that on account of its purport I.G. might be accused of high treason. Even if no immediate indications for such a course existed, I.G. nevertheless took precautions to instruct its experts concerned to gather material which, in German eyes, was to make the statements of Haslam appear tendencious at least. If Haslam at the time endeavoured to make the agreements made by his firm

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appear in a light which would not allow any blame to be put on them, the identical tendency in an increased measure would prevail with I.G. where the other political system obviously exerted far greater pressure. That the "reply to the article by professor Haslam

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in the Petroleum Times of 25 December 1943", found in the files of I.G., was meant to serve exclusively this purpose and thus took a one-sided view, unequivocally transpires from the third paragraph of the introduction in which it is stated, "the Haslam article goes on to point out that the Americans have received from I.G. processes vital to the conduct of war, and everybody who reads it will ask if this is true, and if so, whether I.G. on their part have received correspondingly war essential information from the Americans. The following explanations will deal with these questions specifically."

Hence the existing draft was prepared, and no further corrections were made since it was not required.

Ludwigshafen/Rhein, 20 January 1948

(signed) Hedwig Jochmus

The signature of Fraulein Dr. Hedwig Jochmus, resident of Heidelberg, Holmholtzstr. 10, has been made before me, Dr. Wolfgang Alt, Ludwigshafen/Rhein, Bunsenstr. 4, and is certified and attested herewith.

Ludwigshafen/Rh, 20. January 1948.

(signed) Dr. Wolfgang Alt
Assistant Defense Counsel

This is a true and correct
copy of the Document BueteFisch 23

Nuernberg, 2 February 1948

(signed) Dr. Hans Flächsner
(Dr. Hans FLÄCHSNER)

The Oil And Gas Journal

May 10, 1947 Page 42

Jersey Standard Denies Statements in Farben Indictment.

New-York. - Data showing that the United States received more valuable technical information from Germany than was ever given by American scientists were cited this week by Robert T. Haslam, vice president and director of Standard Oil Co. (N.J.)

Haslam's remarks were made in a denial of statements contained in the U.S. Government's indictment of 24 top I.G. Farben officials that a contract between Farben and Jersey Standard retarded production of certain strategic war products in the United States, Haslam said that Jersey Standard's files, knowledge, and other facilities will be available to the Government in the Allied prosecution of the German officials.

No cartel arrangements restricted prices or production between the companies, Haslam said, adding that among American patents purchased for \$ 35,000,000 plus exchanging some Jersey patents, the Jersey company received patents for many processes of great wartime value.

"One was for 100-octane gasoline for our aircraft when Germany itself only had 90 octane," he said. Explaining the paratone patent, Haslam said, "This was especially" vital during the first 2 years of the war in connection with recoil and hydraulic oils and also was highly useful as an insulator in the early production of radar equipment. Paratone in recoil and hydraulic oils was used on practically all American naval ships, tanks, planes, and heavy artillery until a better substitute was developed.

"The Germans never made a pound of synthetic rubber from the butyl process they got from us. They did not have

the raw material. Buna rubber was developed almost wholly in Germany, and most of the basic knowledge of buna manufacturing came from Germany. But Standard Oil Co. (N.J.) found processes to make raw material from buna on a large scale and cheaper than the Germans were able to make it.

"Practically all buna made from oil during the war used that process. Approximately 70 per cent was made from oil and 30 per cent from alcohol. Farben gave us part of the buna process in 1930 before Hitler and the rest by 1939. Proof of this is seen in the fact that when the United States decided to build buna plants these plants got into production immediately."

Ich, der Verteidiger Dr. Hans Flächsner bestätige hierdurch, dass der oben wiedergegebene Text eine wortgetreue auszugsweise Abschrift der als Dokument Buc 77 eingereichten Photokopie ist.

Nürnberg, den 16. Februar 1948.

gez. Dr. Hans Flächsner
(DR. HANS FLAECHSNER)

Dies ist eine wortgetreue Abschrift des Dokuments Buc 77

Nürnberg, den 17. Februar 1948.

gez. Dr. Hans Flächsner
(DR. HANS FLAECHSNER)

A u s z u g e

aus dem Buch

B U N A R U B B E R

THE BIRTH OF AN INDUSTRY

by

FRANK A. HOWARD

1947

D. VAN NOSTRAND COMPANY, INC.

NEW YORK

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Chapter II

OIL FROM COAL

The stream of fate which carried to America two of Germany's greatest scientific achievements, first the production of synthetic oil and then, in the nick of time, the production of synthetic rubber, had its origin far back in the history of America's foreign trade.

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At Ludwigshafen I was plunged into a world of research and development on a gigantic scale such as I had never seen. The Badische was one of the largest, oldest and most successful chemical companies in the world. The management had had time to balance the cost of new industries

against

against the earnings which they produced, and had reached the conclusion that sound industrial research was the most profitable of all their investments.

With this background and policy the company had undertaken to convert coal into oil. They had chosen as the point

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off attack: the direct addition of hydrogen to coal, the operation shown to be possible by Bergius but never successfully industrialized. The fact to be faced was that before an industry could be built up based on making oil out of coal, new scientific discoveries and much development work were needed. First, and most important, some means had to be found to make the reaction go faster. More of the coal had to be converted to oil more quickly.

When a chemist wishes to speed up a reaction, he has, generally speaking, three ways to turn: he can increase the temperature; he can increase the pressure or concentration of the reacting materials; most useful of all, he can try to find a substance which will act as a "middleman" to bring the reacting substances into the most intimate contact and thus facilitate their union or interaction. The "middleman" is called a c a t a l y s t .

Badische had found catalysts that would work successfully. They were cheap, hardy and long-lived. Especially, they were immune to the disease which had proved fatal to all such catalysts previously tried - sulphur poisoning. These new catalysts thrived on sulphur, an impurity always found in oil and coals, and if there was not enough sulphur

present to meet their appetites, more was added.

This was really a new race of catalysts-catalysts which not only caused hydrogen to unite with coal to convert it into oil, but also caused heavy oil to decompose and simultaneously react with hydrogen to make gasoline or kerosene or diesel fuel. With these catalysts and hydrogen, inferior grades of crude oils coal tars could be converted entirely into highquality gasoline. Operations had first been proven on a laboratory scale. From there they had been carried forward through increasingly large units which were already in use at th time of my first visit. There were hydrogen reactors 30 feet high, operating at pressures of 3000 pounds per square inch, and internal temperatures up to a visible red heat.

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I spent a day surveying these laboratories and experimental installations at Ludwigshafen, returned early to my hotel, and wrote a brief report which I forwarded at once to Paris where I knew that Mr. Walter C. Teagle, President of the Company, and some of Standard's other senior executives were visiting at the time. I urged that they join me at the earliest date.

A few days later we met in the lovely medieval town of Heidelberg and sat down together there to ponder the effect the startling scientific developments at Ludwigshafen, ten miles away, would have on the world's oil industry.

Two things seemed clear.

The first was that if the worst types of crude oil and tar could be converted entirely into gasoline, the oil industry would no longer need to worry about having its products

get out of balance with demand.

The amount of gasoline naturally present in crude oil is relatively small. By the simple distillation methods used in the early days of the industry to separate the crude oil into its component fractions, four barrels of crude were required to produce less than one barrel of gasoline. So long as the principal product sought from oil was kerosene, the amount of gasoline obtained did not greatly matter. Actually, some of it had been dumped as waste. But invention of the automobile and the electric light changed the situation. The need for kerosene declined, while the demand for gasoline increased constantly. About 1911, Dr. William N. Burton of the Standard Oil Company (Indiana) developed the first practical process for application of heat and pressure to crude oil to crack some of its large molecules into the smaller, lighter molecules of gasoline. The Burton process and the later more highly developed cracking processes turned out a barrel of gasoline from about two barrels of crude.

But it was apparent that this might be inadequate. At the rate the automobile industry was growing, no one could see how the oil industry was going to meet the demand for gaso-

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line. Senator LaFollette * had predicted that gasoline would go to one dollar per gallon and a good many sensible people feared that he was right. The Dadische process by which the entire barrel of crude oil could, if necessary, be converted into gasoline was therefore of the utmost potential value.

But fundamentally more important, perhaps, was a second consideration - the conversion of coal into oil. Throughout the history of the oil industry there have been recurrent crises when it seemed that crude oil reserves were dwindling dangerously. The nation was experiencing, at that time, such a crisis. New fields which had been brought in were disappointing in size, and in the United States there was a widespread pessimism about oil prospects. Mexican fields had shown some promise, but the most abundant supplies were of poor quality, containing as little as two or three per cent of gasoline. The least hopeful of the American authorities estimated the total known reserves of oil in the United States as not more than seven years' supply.^x

While not so pessimistic as that, most of the people in Standard's organization considered it prudent to explore alternative sources of liquid fuel. Accordingly, some costly programs had been undertaken. The first was to prospect for and acquire good deposits of oil shale; and the second, to try to develop economical processes of roasting this shale to extract the oil. Standard had gone far enough along both lines to be somewhat discouraged. The good shale deposits of large size were in Colorado, Wyoming and Utah, one to two thousand miles from large consuming oil markets. To mine the shale and transport it to a location suitable for roasting or retorting was a colossal undertaking. Retorting of shale had been carried on in Scotland over several generations; the process was entirely workable, but costs of equipment and operation were high. Last of all, the shale oil when obtained - an average ex-

* The elder.

x See report of Federal Oil Conservation Board 1926.

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pected yield was about ohne barrel from each ton of shale-presented more problems in refining than our lowest grades of crude oil.

By contrast, the Badische method of hydrogenating coal seemed much more rational and attractive. This method converted the coal directly into an oil product containing a reasonable proportion of gasoline, and by treating again with hydrogen, could convert the entire balance, if necessary, to gasoline. It was known that America had enough coal deposits of fair quality and in locations near consuming areas to provide for its oil requirements for hundreds of years at least.

It was 1926 when this small group of Standard Oil Company (N.J.) executives sat there in Heidelberg and talked of the future of the oil industry. It seemed clear that the German hydrogenation processes, and the new horizons they opened, were tremendously significant-perhaps more significant than any technical factor ever introduced into the oil industry up to this time. Their commercial importance would depend, of course, upon the cost of equipment and operations involved. The basic scientific problems seemed to be mostly solved, but the economic result would depend upon the effort spent in developing and improving the practical operations.

It was clear also that these new techniques affected another factor in the world's oil picture, that is, the nationalistic factor. Every nation had to have oil. If nature had not put oil within a country's borders, it had to be imported. Save for the United States and Russia, the nations
which

which were the great oil consumers were not important oil producers. But Europe and even Asia, Africa and the west coast of South America had large coal supplies. Although hydrogenation of coal probably could never compete on an economic basis with crude oil, so long as supplies of the latter were adequate for world demand, it could be made the foundation of a protected manufacturing industry in many countries willing to pay the price.

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By this time another officer of the company had joined the party at Heidelberg. It was agreed we must at once determine as well as we could the present status and prospects of the hydrogenation technique.

In the following days all our party inspected the laboratories and plants at Ludwigshafen. We talked separately and in groups with the Badische executives. The best guess we could make was that, although it would probably be several years before the hydrogenation operations would be ready for general use, it was very likely that they would eventually prove to be practical on a large scale. The cost of gasoline produced from coal would, we guessed, be from 15 to 30 cents per gallon*, much higher than that of gasoline from crude oil so long as new reserves of oil could be found, but not high enough to prevent the growth of the automobile industry if oil supplies should fail. And although there were very little data yet available, it seemed also probable that the hydrogenation process would also be of value in the refining of natural petroleum.

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* This guess proved about right. Some estimates as low as 11 cents were made later but actual experience was nearer 25 cents.

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Chapter III

AMERICAN RIGHTS IN GERMAN SYNTHETIC RUBBER

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The main agreement for the purchase of the hydrogenation process became quite complicated before it was completed in November, 1929. To meet increasing complexities of the federal and state laws, Standard Oil Company (N.J.) had become a holding company and it was necessary for it to act in such matters only with its principal operating unit, a Delaware corporation called Standard Oil Company of New Jersey. It also became necessary to organize a new Delaware corporation to take title to and manage the hydrogenation patents, in

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order to avoid conflicting obligation of Standard itself under some existing patent contracts. Standard made a virtue of this last formal necessity by inviting I.G. to subscribe to 20 per cent of the capital stock of the patent management company. This brought the Germans into direct contact with the actual licensing of the patents, so that they could be of all possible assistance and also would be assured that the licensing was always handled in the fairest way, not favoring Standard's own subsidiaries at the expense of I.G., who were by the purchase contract entitled to continuing royalties to be paid out of what was collected by the patent management company.

It was well known throughout the world that the hydrogenation process had originated with the I.G. and its predecessors, the Badische, and that their laboratories were the seat of most of the world's knowledge of this new and difficult branch of chemistry. To capitalize on this reputation Standard therefore called its new patent management company, which was responsible for selling the German processes to the oil industry of the world, Standard - I.G. Company. On their own part, the Germans were very willing to agree to these plans. Pride in their scientific achievements was always very strong with them and any commercial arrangement which gave them full credit before the world for their technical genius was more than welcome. Our recognition of this national characteristic was perhaps the most important factor in maintaining a steady flow of scientific information from the great I.G. laboratories through the years which followed.

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Following completion of the 1929 contracts, Standard had unrestricted access to the scientific work relating to coal and

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oil under way in Germany. Research on hydrogenation processes were being pushed on a scale unprecedented in the brief annals of organized industrial research. At three great factories, Ludwigshafen on the Rhine at a new plant called Oppau also on the Rhine just below Ludwigshafen, and at the

enormous Louna synthetic ammonia plant near Leipzig, hundreds of German engineers and chemists were at work on plans for the new German synthetic oil industry. Standard's young technical organization in Louisiana was being expanded but found it difficult to digest the mass of costly research data from the I.G. laboratories and technical reports from our own engineers inspecting the German experimental installations.

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Chapter V

BUTYL RUBBER AND AVIATION GASOLINE

Unlike fiction, the factual record of any important scientific and economic development seems always to emerge as a tangled skein-never as a single, straight thread. This was certainly true of Buna rubber, which was paralleled through much of its course by other synthetic rubber developments. Perhaps the most important of these was Butyl rubber.

The story of butyl started with a technical meeting at Ludwigshafen which I attended in April, 1932. Dr. Martin Mueller-Cunradi, connected with the management of the Oppau works of the I.G. which adjoined Ludwigshafen, described a new scientific discovery which I.G. thought would interest us. He began by handing me a small glass jar half filled with a transparent viscous substance. It looked and felt like a heavy tar which by some miracle had been bleached and made as clear as water.

This product had been developed, he told me, at the Oppau laboratories. It was subsequently called by several

trade names, the name most commonly used in the United States being "Vistanex".

The Vistanex was made from a well known by-product of oil refining called iso-butylene. Its molecule is like that of butadiene, save that it has only two free hands or chemical bonds with which to take hold of other molecules, whereas butadiene has four. Like butadiene, it is on the borderline between a gas and a liquid. If left in an open vessel at ordinary temperatures, it will evaporate and become a gas almost im-

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mediately, but if confined under slight pressure, or kept at a low temperature, it will remain liquid. It was well known that the isobutylene molecules were quite willing to join hands with one another, but generally they formed thin liquids similar to gasoline. In a few instances higher polymers similar to lubricating oils had been produced, but isobutylene had heretofore refused to link into longer chains.

Dr. Mueller-Cunradi explained that his laboratory had recently discovered that if isobutylene was cooled to a temperature of approximately 100° F. below zero, and then treated with minute amounts of a little-known gas called boron fluoride, which served as a catalyst, the molecules would instantly combine into long chains. The result was a plastic solid. It was apparent that here was a possible method of making synthetic rubber. I examined the sample more closely. It was somewhat like rubber; at least it was slightly elastic. If it were a new starting point for rubber, it would be an important discovery, because, unlike buta-

dione,

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diene, isobutylene was already available in the oil refining industry, and we had only to find means to recover and purify it.

Dr. Cunradi dispelled this dream by explaining that there were two difficulties. In the first place, although the Vistanex bore a slight resemblance to crude rubber, none that I.G. had yet been able to make was nearly elastic enough or strong enough to approach crude rubber in quality. The second difficulty was even more fundamental. The isobutylene molecule had only two free hands. When it was joined in chains, both hands were used, one on each end of each molecule, to link it to its neighbors. All the extended hands having been used to form the chain, the molecules were now smooth, and there was no way to take hold of them for cross-linking purposes. In other words, the isobutylene polymer could not be vulcanized. What, then, was the Vistanex good for?

One interesting characteristic was that, when heated to a high temperature, the long chains would break down again.

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into the original molecules, and the solid Vistanex would revert to a gas, leaving nothing behind. A safety fuel for use in airplanes or in airships where the fire hazard was great could be carried in the form of Vistanex in solid masses which would be harmless under any condition. As fuel was needed, the Vistanex could be melted and decomposed into gas, which would operate the engines just as well as gasoline. It was an ideal safety fuel - as safe as coal, but like coal, it was hard to handle and although some experimental devices

worked

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worked well, this plan to use Vistanex as a safe aviation fuel never materialized.

A more immediately practical use suggested for Vistanex was as a thickener for oils and greases. It was closely akin to lubricating oil in its chemical constitution. A minute percentage of Vistanex dissolved in the oil would produce an observable increase in viscosity without otherwise changing the oil, and this thickening effect could be used to convert a thin or "light" lubricating oil into a thick, "heavy" one. We decided to begin with the I.G. a campaign of joint development on the product to try to commercialize it for this purpose as soon as possible.

I went to the laboratories at the Oppau works the same afternoon to watch Vistanex being produced. The process was extremely interesting. Isobutylene was kept in open glass beakers packed in dry ice* - much as a grapefruit is served in a nest of cracked ice. Dry ice was also put into the beaker, where it dissolved in the isobutylene. Then the catalyzing gas was introduced into the beaker.

The reaction was more like a silent explosion than an normal chemical reaction. Upon the introduction of the catalyst, there was a slight puff, and the liquid in the beaker changed into a sponge of Vistanex of volume much greater than the liquid. It filled the beaker and bulged spectacularly out of the top. The sponge could be taken out at once and

* Carbon dioxide snow.

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haddled like a soft snowball. There was nothing left behind in the beaker. This astonishing operation was all there was

to

to the manufacture of Vistanex, as it was then conducted.

The raw materials for Vistanex were another story. Germany had only a tiny oil refinings industry and the amount of isobutylene available was very small even though some practical means were to be developed for concentrating and purifying it. Thus I.G. was compelled to produce isobutylene by a costly chemical synthesis.

On my return to New York in May, 1932, I took with me small samples of Vistanex and the data I.G. had given me on its manufacture. The first step was to determine the properties and value of the heavier lubricating oils made by adding Vistanex to lighter oils. There was noted at once an outstanding advantage of these oils - they were much less affected by temperature changes than ordinary oils. This seemed to make them especially suitable for automobile engines.

In cold weather the lubricating oil in an automobile engine becomes so thick and viscous that it is almost impossible for the starting battery to crank the motor. If an attempt is made to avoid this difficulty by using a light oil in the engine, lubrication fails when the engine gets hot, engine wear becomes excessive and the thin oil works past the piston and is consumed at a high rate. The ideal automobile engine lubricant, therefore, would be an oil which maintained the same consistency at all temperatures.

By adding Vistanex to thin oil, this ideal was approached better than ever before. Almost all the early tests were made in Standard's laboratories, but in April, 1933, the Navy became interested and undertook some tests. From this time on Standard was continuously in touch with the Navy,

and

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and later with the Army, on these oils compounded with Vistanex. They were used to some extent for general lubricating purposes, but later became most widely used for hydraulic systems on air-

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planes and warships and for gun recoil systems where wide temperature changes had to be provided for.

Standard began the sale of the Vistanex-treated oils in the winter of 1933-1934, using the trade name Paratone for liquid compounds of this type, and Vistanex for solid products.

For the initial production it was necessary to obtain isobutylene by chemical operations. At the same time, however, we began looking for methods of recovering the isobutylene present in refinery gases by more direct means without going through intermediate chemical processes.

At this stage, the thread of the synthetic rubber development crossed that of another important American technical development which has had a tremendous influence on world history. This latter development was the class of super-fuels known as "100-octane gasoline." In 1921, Midgley at the General Motors Research Laboratories had discovered that tetraethyl lead in minute proportions greatly improved the quality of gasoline; and, in 1923, Prof.C.A. Kraus, working for Standard's research laboratory, had discovered a cheap practical process to make the tetraethyl lead. Jointly with General Motors, Standard organized in 1924 the Ethyl Gasoline Corporation to undertake the commercial production and general sale of tetraethyl lead as an improver for motor gasoline.

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gasoline. The miraculous effect of tetraethyl lead in preventing gasoline from knocking or "pinging" in an engine had by this time become the foundation for continuous improvement in gasoline engines. Each new engine design raised the compression pressure slightly, produced more power and gave more miles per gallon. But with each increment of compression pressure the tendency of the gasoline to knock became more aggravated, and the situation could be met not only by improving the quality of the gasoline or by adding more tetraethyl lead - or both.

There was no established method for measuring the knocking tendency of gasoline. It was simply tried in the engine to

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determine whether it was good enough or not good enough. Dr. Graham Edgar of Ethyl Corporation's research laboratory met this need by working out in 1926 what was called an "octane scale". He tested the knocking tendency of every pure compound he could find which was of the general character of gasoline. The best compound was one called iso-octane. It would not knock under any condition in any engines then in use. At the other end of the scale was found a compound called normal heptane, which was so bad that it would knock violently in any engine. By mixing iso-octane and normal heptane in different proportions, it was possible to obtain fuels of any intermediate quality. The percentage of iso-octane in the mixture was called the "octane number", of that fuel. On this scale the quality of commercial gasolines could be rated by comparing them with various octane-heptane mixtures

tures in a test engine. Commercial gasolines at this time had an octane rating ranging from 40 to 75. By the addition of tetraethyl lead, the best ones could be brought up to a maximum octane number of about 87.*

The octane scale created a demand for important quantities of iso-octane and normal heptane to be used for testing purposes for the rating of commercial gasolines. To fill this demand, the Ethyl Corporation asked Standard's research organization for assistance in the preparation of iso-octane. Iso-octane could be made by hydrogenating a twin isobutylene molecule (di-isobutylene) and the question was whether we could supply this product.

In 1929 we made the twin molecule for the Ethyl Corporation from mixtures of gases generated in our synthetic alcohol operations. It was converted to iso-octane by the classical hydrogenation methods.

By 1934 our research organization had a double problem on its hands. We needed increasing quantities of pure

*At the time of World War II the octane rating of American motor gasoline was from 70 to 85 and of aviation gasoline from 87 to 100.

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isobutylene for production of the Vistanax, and there was also an increasing interest in producing super-fuels for automobile and airplane racing. Whenever anyone spoke of super-fuel, the obvious super-fuel was iso-octane itself, the standard of perfection by which gasoline was now being measured. In cooperation with the Ethyl Corporation, we had been producing it in small quantities for some years, for use as fuel in laboratory test engines and the Shell Oil Company had also

produced

produced some and sold it to the Army Air Corps for test purposes. But the goal now was commercial production on a large scale as a super-fuel for automobile and airplane engines.

We solved both of these new commercial problems in 1935. The synthetic alcohol manufacturing which we had begun in 1919 was by this time a substantial industry. One of the steps in this operation was a preliminary purification of the refinery gases. By proper control of this operation, it was found possible to convert the isobutylene present in the gases into twins and triplets: that is, di-isobutylene and tri-isobutylene. We hydrogenated the twins to make iso-octane, using the I.G. high pressure hydrogenation technique slightly modified, and decomposed the triplets back to pure isobutylene by passing them over a catalyst. These processes worked smoothly and successfully from the beginning and provided at one stroke our raw materials for both Vistanox and iso-octane.

The iso-octane could be used alone as a fuel, but to obtain greater quantities and improve its volatility it was mixed with the best quality natural aviation gasoline fractions. The gasoline reduced the octane number of the mixture below 100, but it was brought back to 100 by the addition of tetraethyl lead.

The first 100-octane gasoline to be sold for commercial use was made up in this way at Standard's Baton Rouge refinery in June, 1935, and a small amount was delivered to Tulsa, Oklahoma, for use in the Southwest Air Races
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on June 29, 1935. Lt. Gen. James H. Doolittle, then a Major in the Air Corps Reserve, was, at this critical period in

aviation

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aviation history, manager of the aviation department of Shell Oil Company. Largely through Doolittle's foresight and aggressiveness, the Army had requested bids for a few cars of such a product as early as April of 1935 and the first delivery on this order was made by Shell to the Army in early July. From the time of its commercial debut in 1935, at the Southwest Air Races and in the Army Air Corps, 100-octane aviation gasoline became the synonym for maximum performance of airplane engines, military and civil. It was soon used all over the world for record-breaking flights and races, and the U.S. Army Air Corps, which had taken the lead in the development of high compression aviation engines, and which had placed its first order for 100-octane fuel even in advance of any commercial user, began to move toward standardizing all American military aviation on 100-octane fuel. Their tests indicated that 100-octane gasoline would permit roughly 20 per cent more power output, or, in the alternative, 15 per cent less gasoline consumption, in engines built to take full advantage of it.

So, by the middle of 1935, our technical organization in a close competitive race with that of Shell Oil Company had produced commercial synthetic iso-octane, which was used to make a super-fuel for aviation; and had at the same time gotten technically pure isobutylene, the raw material needed to make the new German discovery Vistanex.

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Chapter VI

THE LAST YEAR OF PEACE

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I went back to Europe in February, 1939, primarily to find some way through a difficult situation which had arisen in

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France in connection with the French Army's attempts to have high quality aviation gasoline produced there. The French subsidiaries of the Royal Dutch-Shell group and of Standard Oil Company (N.J.) had contracted jointly to build for the French Army a large high-pressure hydrogenation plant following the I.G. process and similar to the German, English and American plants. These plants could produce aviation base stock of the highest quality from any available petroleum product - from motor gasoline, kerosene, gas oil, or even fuel oil or coal tar. But the project was being held up.

The source of the delays, hitherto inexplicable, was discovered by early 1939 to lie in a movement backed wholly by French nationals, to obtain financial help from their government for the local oil industry. It was hoped to link the French Army's plan to produce aviation gasoline with a government subsidy for modernizing the French oil industry's refining equipment. Some of the refineries were interested in installing a new process of French origin which had good commercial possibilities and would also make aviation gasoline

The matter of providing for an emergency aviation gasoline supply in France had therefore been taken out of the Army's Service des Poudres with whom he had been cooperating and was now in the hands of the Minister of Public Works.

It

It was my own conviction that the French commercial interests who had brought about this change of government policy, however sincere their beliefs as to the best technical and economic procedure to be used to produce aviation gasoline in France, had overlooked the fact that what was most needed was speed and certainty. If detailed plans developed by the Army during the preceding two years were discarded and an attempt made to start afresh on a commercial program, the result would certainly be delay.

I expressed this view, but soon afterwards the cabinet promulgated a "decree law" which offered to all French refineries a subsidy to be applied to the construction of any

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new equipment capable of producing aviation gasoline. The Royal Dutch-Shell subsidiary undertook to proceed with a hydrogenation plant at its own refinery under this law, but the plans for the original large hydrogenation project which had been worked out for the Army had to be completely redrawn and the delay was so great that nothing useful was accomplished in time. Standard's operating subsidiary in France decided to try to save time by using a newly developed operation called "hydroforming," which was akin to hydrogenation but did not require the costly hydrogen plant. Hydroforming converted low quality motor gasoline into high quality motor gasoline or into a smaller yield of aviation gasoline. The process was based upon inventions of the I.G. which Standard had acquired in our 1929 purchase and had further worked out in cooperation with others in the United States. We not only

undertook

undertook to build this equipment in our own large and modern refinery in France but quickly made agreements with the French subsidiary of the Anglo-Iranian Oil Company (controlled by the British government), and the Compagnie Francaise (controlled by the French government) to license the process to them. Designs were to be standardized so that all three refineries could build at maximum speed.

The immediate endorsement and acceptance by the refineries controlled by the British and French governments of the substitute aviation gasoline program, which our technical organization had so quickly worked out in an effort to make the best of a bad matter, gave a flying start to the new program, but it proved to be too late to accomplish anything of value in the defense of France.

From Paris I went to Germany in the spring of 1939 to check up personally on the butadiene program, which some of our chemical engineers had been following actively with the I.G. people. I visited the pilot plant at the I.G. Oppau works near Lannheim, where butadiene was being produced by the chlorination process from refinery butylene supplied
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by Standard. The pilot operation was now working very well, and I was given technical reports and designs for this process.

On my return to the United States in the late spring of 1939, the first order of business was another technical development in which the I.G. was actively interested, and which also played a part in the rubber drama. This was catalytic cracking.

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Chapter VII

WAR IN EUROPE

For the world at large the summer of 1939 marked the slow eclipse of "peace in our time." For Standard's technical organization it was a summer of hard work and vexing problems. Laboratory experimentation on Lutyl was being pressed at an expenditure of about \$ 10,000 per month. Hoping for agreement on a program for Buna manufacture the following winter, we were busy with plans to produce its raw material, butadiene. In addition, the Ordnance Department of the U.S. Army was depending upon our group to develop a process for large-scale production of synthetic toluene - a complicated operation which, like our French plant for producing aviation gasoline, was an offshoot of the German hydrogenation process but which, in the development stage, involved altering and combining manufacturing operations at refineries in Louisiana, Texas and New Jersey, and shuttling trains of tank cars from one to the other to take advantage of special equipment at each place.

At the same time we were trying to reconcile varying interests within a group called Catalytic Research Associates. This group included three foreign companies - I.G. Farbenindustrie, the British Anglo-Iranian Oil Company and the Dutch-British Royal Dutch-Shell Company; three American oil companies - the Texas Company, Standard Oil Company (Indiana) and our own company; and two American process development organizations operating in the oil industry - The K. M. Kellogg Company and the Universal Oil Products Com-

any. All were interested in the catalytic treatment of

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oils. Each had technical contributions to make. The group was trying to arrive at some workable arrangement under which they could exchange their knowledge and supplement one another's research efforts in catalytic refining, and each could secure the right to use or to license the processes resulting from the combined efforts.

Although now common in industry, there is probably no more difficult form of arrangement to negotiate than a cooperative research and development contract providing for cross-licensing of patents between industrial units. When eight companies of four nationalities attempt such a task, the difficulty becomes monumental. Robert P. Russell, then executive vice president of the Standard Oil Development Company, and Frederick R. Loebbourer, our European legal specialist, labored with me in this Tower of Babel for weeks before the negotiator's memorandum was initialed. It proved to have been time well spent, however, because out of the research which was contemplated by these negotiations there finally evolved the Fluid Catalytic Cracking Process, which Standard brought to successful completion and which later contributed in a most important way to the nation's desperate need for 100 octane gasoline and synthetic rubber.

.....

Seite 82:

.....

I could not escape the conviction, however that

the Germans themselves were the only people who could profit from a military standpoint by leaving the relations between Standard and the I.G. in the situation into which the war had thrown them. If the right of Standard to use and license others to use these valuable processes which had originated in Germany, but which Standard knew more about than anyone else outside of Germany, were left clouded by lack of any formal documents, the effect might be to handicap the production of several important munitions of war in the world outside of Germany. Who but the Germans could derive any military benefit from this situation? Mr. Johnson saw these difficulties and referred the matter to Ambassador Joseph P. Kennedy. The Ambassador discussed the problem with us and decided that it was proper for Standard to try to obtain from the Germans documents needed to give it the freest possible hand in the exploitation of the German processes, especially in the United States. He could see no reason for the British to object. I told the Ambassador that to reassure the

Seite 82:

British I would be glad to have all my discussions with the Germans in Holland take place in the presence of a representative of the American legation at The Hague. The British Foreign Office, however, had no objection to my going to Holland to meet the Germans and returning at once to England, and saw no necessity for the presence of an American government official to chaperon these business discussions.

I went alone to The Hague on September 22. There I met Dr. Fritz Ringer, a young I.G. chemical executive who had been handling many of their contract matters with us

for several years. His only companion was a junior lawyer from their patent department.

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Chapter IX

EUROPE FALLS

.....

We arrived in Basle, Switzerland, in mid-April of 1940. The I.G. representatives arrived almost at the same time, and we began our principal business discussions, which had to do with the clearing up of the Catalytic Research Associates problem. It was troublesome and complicated, and we found

Seite 108:

it necessary to refer several points back to New York by telephone and cable.

.....

* * * * *

Ich, der Assistant Defense Counsel, Assessor Werner Bross, bestaetige hiermit, dass die vorstehenden Auszuege wortgetreu dem Buch von Frank A. Howard "Buna Rubber" New York 1947, entnommen sind.

gez. Werner Bross
(Werner Bross)

Assistant Defense Counsel.

DOCUMENT BOOK VI BUEDEFISCH

CERTIFICATE OF TRANSLATION

5 March 1948

We,

Gerta Kamova, No. 20 151, and
George Goodman, No. 34 789,

heroby certify that we are thoroughly conversant with the
English and German languages and that the above is a true
and correct translation of Document Book VI Buedefisch,
(Index, pages 1-6, 7-16, 17-22, 68-69, 70-83, 84-88, 89-93, 107-108.)

Gerta KAMOVA,
No. 20 151.

George GOODMAN,
No. 34 789.

CASE 6 - TRIBUNAL VI

DEFENSE

B U E T E F I S C H

Supplement to Document Book VI



English

Suppl.
to Doc. 132.
Bretfisch VI
46

Defense
Case 6

Dokument Dr. Bretfisch Nr. 312
Exhibit Nr. _____

AFFIDAVIT OF FRANK A. HOWARD

STATE OF NEW YORK:
: ss
COUNTY OF NEW YORK:

Frank A. Howard, being duly sworn, deposes and says:

I, Frank A. Howard, after having first been warned that I am liable to punishment for making false statements, state herewith under oath of my own free will the following: being aware of the fact that my statements are to be submitted to the Military Tribunal No. VI, Palace of Justice, Nurnberg, Germany.

I am a native citizen of the United States now residing at 920 5th Ave., New York 22, New York.

I have been requested to furnish this affidavit by a letter from Rechtsanwalt Dr. Conrad Poettcher of Berlin; true copy of which letter is annexed hereto and made a part hereof.

Wherever the term "Standard" is used it refers to Standard Oil Company (N.J.) and wherever the term "I.G." is used it refers to I.G. Farbenindustrie, A.G.

Affiant's impression was that the general attitude of the I.G. executives regarding cooperation with Standard under all agreements between them conformed to high standards of business ethics. This applies specifically to Dr. Krauch, Dr. v. Knieriem, Dr. Bretfisch and Dr. Schmitz, with each of whom affiant had many business contacts over a long period of years beginning in 1927 in connection with said agreements.

So far as affiant knows these individuals sought to fulfill all legal obligations under all of said contracts up to the outbreak of the war in September 1939, and each always evinced a desire to be fair and reasonable interpretation of such obligations.

In unforeseen situation, in which the German government had acquired a special position because of its own autarky



program and in which the legal obligation of I.G. was open to argument, arose in connection with Buna Rubber. This is later referred to in detail in this affidavit.

Affiant recalls that throughout the period of operation of the contracts between I.G. and Standard, beginning in 1927 and up to September 1, 1939, there were instances in which complaints were made by individuals in each company to the effect that individuals in the other company had not been prompt, full or frank in disclosure of technical information on particular points and that affiant and his associates in senior executive capacities in Standard discussed such complaints with the representatives of I.G., named in this Affidavit and with other senior executives of I.G., and that so far as affiant can recall an amicable settlement of all such specific complaints by either side was always arrived at.

Affiant was aware that from about the year 1933 onward the German government assumed increasingly close control over the German economy and especially over foreign business transactions of German nationals. Such control and directives under it were frequently cited by I.G. to Standard as limiting the manner and extent to which I.G. could pay, incur, or alter a business obligation outside of Germany incident to the carrying of its contracts with Standard. In consequence of such governmental restrictions, the parties were compelled to make such arrangements as they could for proceeding under the Jasco Agreement of 1930.

Affiant assumed that there were regulations or directives of the German government dealing with the export of technical information but is without knowledge of whether any such directives actually existed and does not recall any instance prior to September 1, 1939 in which exchange of technical experience was refused by I.G. on the ground that it was incompatible with a government directive. The special situation in Buna rubber has been referred to.

For many years prior to the entry of the United States into the recent war, affiant was aware of a growing feeling

in

in the United States, Germany and elsewhere that the nationals of any country might expect intervention by their own governments in the incurrence or performance of obligations to pass to foreigners new technical inventions or discoveries of possible military or special economic importance. The first such instance which affiant recalls was on or about March 1935 when certain requests were made by the Army of the United States in connection with the maintenance of secrecy on new processes for the manufacture of aviation gasoline. Details of this matter will be found on pages 5098 to 5100 in the record of Hearings of the Committee on Patents, United States Senate, Seventy-Ninth Congress, Second Session; and on page 4827 in the record of Hearings before a Special Committee Investigating The National Defense Program, United States Senate, Seventy-Seventh Congress, First Session. On or about December 14, 1939, affiant attended a large meeting in the Office of the Division of Controls of the Department of State of the United States at which the subject of disclosure of certain types of technical information to foreign countries under existing contracts was discussed. A memorandum of the State Department dealing with this conference and the decisions reached therein was forwarded to affiant by the head of the Department of Controls of the State Department under date of December 19, 1939.

The practice on the disclosure of new processes or discoveries under the contracts between I.G. and Standard varied widely depending upon the individuals concerned and the nature of the invention or discovery. In general, affiant had the impression that discoveries of I.G.'s relating closely

to

to its existing large commercial operations of coal and tar hydrogenation and manufacture and separation of gases were often not disclosed until after they had been tested by actual commercial operations, while discoveries relating to new products were disclosed before any large scale commercial work had been undertaken. These generalities were modified by the character of the individual scientists directly concerned and by the patent situation. Such variations in exact timing and procedure as to disclosure of new discoveries by I.G. were matched by similar variations in the case of Standard, and affiant was never aware of important or consistent differences between I.G. practices and Standard practices in this regard.

In the case of the new chemical product now known as Parafflow, this product was described and shown to Mr. Garland Davis of Standard in 1929, before any commercial production of the product by I.G. Mr. Davis tested the sample sent in late 1929 to the United States and found that it possessed most unusual and valuable properties as a pour inhibitor for lubricating oil. The commercial business of manufacturing and selling this product for the above purpose was first established in the United States by Standard and at a later date and on a smaller scale in Germany by I.G. The American business so established by Standard was the commercial foundation of what soon became a new and profitable industry of pour inhibitors for lubricating oil. These pour inhibitors, of which the product Parafflow is still the leading example, are universally used in high grade motor lubricating oils.

In the case of the new product called Oppanol by

I.G.

I.G. and called Paratone or Vistanox by Standard, affiant personally received the first sample of this product delivered to Standard representatives and witnessed a laboratory demonstration of the production process before any commercial operations in Germany. Affiant brought this sample back to the United States with him, and again this new German product formed the foundation for a new American industry called the Paratone business, through which American oil refineries were able to produce better lubricating oils at lower cost. Both paraffin and Paratone were of military importance and wide military use in the United States in connection with motor lubricating oils and Paratone especially was regarded as an indispensable aid and was generally used in the production of hydraulic fluids for shock absorbers and gun recoil checks.

In the case of the process known as Hydrocarbon Synthesis, which was the I.G. development of the early Fischer-Tropsch process for synthesizing liquid hydrocarbons from mixtures of carbon monoxide and hydrogen, affiant recalls lengthy discussions of this process and a visit to an I.G. pilot plant which had begun but not completed a series of test runs intended to develop a basis for possible commercial operations by I.G. in Germany. Such discussions and visit long preceded any commercial operations of the I.G. improvements so far as affiant knows.

In the case of the dehydrogenation of butenes for the production of butadiene, the basic raw material for buna rubber, affiant recalls that in 1938 it was agreed between Standard and I.G. that a successful process of chlorinating by-product

product refinery butenes might form the best basis for initial commercial production of Butadiene for synthetic rubber by the oil industry in the United States. Accordingly, I.C. undertook about 1938 to carry out laboratory and pilot plant work on this process in Germany, using for test purposes small quantities of refinery butenes shipped by Standard. I.C. proceeded with this program and invited representatives of Standard, including affiant, to visit the pilot plant. Based partly on the reports from this pilot plant, Standard made extensive engineering and economic studies for such an operation to be located at Baton Rouge, Louisiana, but abandoned this project in favor of another project in which the production of Butadiene was combined with the production of Ethylene for the manufacture of synthetic Ethyl alcohol.

In the case of the hydroforming process, the basic I.C. work on the production of aromatics by the catalytic hydrogenation of liquid hydrocarbons of the gasoline type was disclosed by an early I.C. patent and discussed frequently with I.C. long before any development in the United States. The fact that I.C. used this so-called "aromatization" process commercially to improve the quality of their synthetic gasoline made from coal and coal tar as well as from petroleum fractions was well known to Standard. But although the patent disclosed the necessary basic conditions, affiant does not recall that Standard was ever informed of any German commercial operations in which the principle involved was taken advantage of to the full extent of building and operating a catalytic "hydrogenation" plant without any hydrogen plant connected with it. The proposal to build and operate a commercial plant of this latter character was, affiant believes, first advanced by the H.W. Kellogg Company in the United States as a low-cost method of improving the quality of gasoline fractions. Kellogg had access to the I.C. technical information on hydrogenation through an agreement with Standard. There was much discussion between Standard and I.C. on the licenses of the hydrogenation process as to whether or how such an operation came under the various contract provisions.

ions.

ions. This debate was finally compromised by an agreement that Hydroforming should be considered an "intermediate zone" operation, partly within and partly without the hydrogenation definition. Further questions arose in connection with the use of certain variants of this hydroforming process for producing pure aromatic compounds, and especially toluene to be used as a chemical raw material for the manufacture of the explosive T.N.T. The variants of the hydroforming process necessary for this purpose were worked out by Standard and Yellows in the United States. Standard decided, ex parte, that it would neither ask nor give any information concerning this specific operation to I.G. Affiant believed at the time and still believes that in view of the nature of the problem, and the terms of the contracts, Standard's ex parte decision not to exchange information with I.G. on the use of variants of the hydroforming process for the production of pure toluene for the manufacture of T.N.T. was justifiable and proper, but affiant, of course, recognized that this action was tantamount to a recognition of the right of the other party to make similar ex parte decisions of the meaning and intent of the contracts as applied to similar situations.

In the case of Catalytic Cracking, affiant does not recall any active discussion of this subject between Standard and I.G. until the plan to organize a new group called Catalytic Research Associates (C.R.A.) was initiated about the latter part of 1937 or the early part of 1938. Following the initiation of this plan, I.G. undertook to prosecute a new program of research in the catalytic oil refining field independently of the use of hydrogen, and communicate the results to Standard. So far as affiant can recall, I.G. had no commercial operations at all in this field at the time.

In connection with the production of high quality aviation lubricating oils by synthesis starting from ethylene and paraffine, I.G. processes in this field were disclosed and discussed freely between Standard and I.G. before any commercial operations in Germany which affiant can recall

Affiant

Affiant recalls that he discussed these synthetic operations and I.G.'s future plans to proceed with them in Germany with the American Ambassador, Mr. Hugh Wilson, in Berlin in September of 1938 and assisted in the preparation of a report in which these processes are referred to for transmission to Washington at that time. This report is reproduced on page 4725, "Hearings before a Special Committee Investigating the National Defense Program, United States Senate, Seventy-Seventh Congress, First Session."

Referring to the agreements of 1938 between the German Submarine interests and I.G., Standard, Kellogg and the Royal Dutch-Shell interests relating to the process known as Hydrocarbon Synthesis, the technical work of I.G. in this field was useful and affiant believes it was disclosed to Standard before any commercial use in Germany or elsewhere. I.G. were very helpful and they assisted greatly in obtaining and correctly evaluating the technical data and experience of Submarine in this field. This hydrocarbon synthesis agreement and the technical data of I.G. supplied to Standard and to the Kellogg Company under the agreement was, in the opinion of affiant, an important element in forming the foundation for the processes of producing gasoline from natural gas which have since been developed in the United States by the Hydrocarbon Research Corporation, by Standard and by the Kellogg Company. Hydrocarbon Research Corporation is itself an independent company headed by Mr. F. C. Keith, formerly a vice-president of the Kellogg Company. Mr. Keith was an active participant with affiant in technical discussions at which the I.G. processes and improvements in hydrocarbon synthesis were disclosed. The hydrocarbon synthesis process is now regarded in the United States as one of the main reliances of the nation for meeting its long term requirements for liquid hydrocarbon, supplementing supplies of crude oil. The process may be employed either with natural gas or with coal as a starting material, and although a vast amount of independent scientific and engineering work has been required and has been done in the United States, and much still remains to be done, affiant believes that the

American

American technologists who have pushed this new industry forward to a successful basis consider that the principal foundations were those provided by the Fischer-Tropsch work and the I.C. improvement thereon.

In general it may be said that the hydrogenation process acquired by Standard from I.C. under agreements of 1927 and 1929 and subsequently developed by these two companies and their licensees will permit the conversion of coal to oil in the United States on a successful industrial basis and on any required scale, and that the subsequently developed hydrocarbon synthesis process will accomplish this conversion of coal to oil in a manner better suited to American conditions and at a presently estimated expense less than the expense of the hydrogenation process. It also permits the use of natural gas to the extent that it is available as a supplementary source of liquid fuel.

Referring to the lengthy negotiations culminating in the C. R. A. negotiator's memo initialed at Lido Beach, L. I. in August 1939, the I.C. representatives cooperated with Standard, as heretofore referred to in this affidavit, and assisted Standard in its effort to create the most effective cooperative group for research and development to advance this field of catalytic oil refining without the use of added hydrogen.

Although the Lido memorandum never went into effect as a contract, it formed a foundation on which there was useful technical cooperation in the United States in the development of catalytic refining and hydroforming within the entire group of C. R. A. companies save the I.C. I.C. became unable to cooperate because of the outbreak of the war in September 1939. Standard itself, however, brought into this cooperation all the technical data and knowledge of production, use and behavior of contact catalysts which it had obtained from I.C. The "Fluid Catalyst Process" grew out of this cooperation within the C. R. A. group and was brought to successful completion by Standard itself in 1941. It has been licensed generally to the American Oil industry

and

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and to some English and Dutch companies as well under the agreements between the original C.R.A. parties (with the exception of I.G.), which agreements were entered into in accordance with Recommendation No. 41 of the Office of the Petroleum Administration for War of the United States. The Fluid Catalyst Process was generally regarded as the greatest single contribution to oil technology during the recent war and was an indispensable foundation for the prompt production of the required enormous supplies of synthetic rubber and 100 octane gasoline of the United States and its Allies.

With regard to Buna Rubber, several complications intervened to prevent this process from being put into the American Corporation Jasco formally and completely prior to the outbreak of the war in Europe. A more detailed account of the history of the American Buna Rubber development and its relation to the German Buna Rubber development is correctly given in the book "Buna Rubbers" written by the affiant and published by D. Van Nostrand Company, New York, in March 1947, reprinted November 1947. The unforeseen situation in connection with Buna Rubber arose from the fact that I.G. had permitted or encouraged its own government to support the Buna development at great expense in Germany in ignorance of the fact that the foreign rights on it were subject to legal claims by Standard under the Jasco contract, and the fact that Standard could support this legal claim by proof of the early cooperation between Standard and the I.G. under the Jasco contract, in attempting to provide a foundation for a Buna industry based on oil in the United States. It was this unforeseen situation and not any specific government directive forbidding the disclosure of Buna technique to Standard which was cited by I.G. as a reason for not proceeding promptly and openly to recognize Jasco's rights in the Buna process outside Germany.

On the general subject of whether I.G., prior to September 1, 1939, permitted regulations or directives of the German government to prevent them from giving to Standard

technical

technical information to which it was entitled under the agreements with I.G., affiant does not recall any discussion of this subject with any I.G. executive. Affiant does not recall having discussed this subject, prior to September 1, 1939, with nationals of the United States, England and Holland who were entitled by contracts with Standard and I.G. to receive technical information originating with I.G.; and that everyone seemed to be of the opinion that the I.G. executives would do the best they could to live up to their agreements and nothing was to be gained by raising any question of governmental intervention on either side of such contracts, as it must be assumed that each side would have to comply with and conform to the directives of its own government.

gez. Frank A. Howard
Frank A. Howard

Sworn and subscribed to before me
this 2nd day of February 1948

Attest: Rosamond J. Jones

(U.S.)

Rosamond F. Jones
Notary public in the State of New York
Residing in Kings County
Kings Co. Clk's No. 32, Reg. No. 61-3-8
Commission Expires March 30, 1948.

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COPY

Dr. jur. Conrad Foettker
Rechtsanwalt

(USA) Pettingersdorf near
Purnberg
Kurhotel, 19-Kond.
Bavaria, Germany.

November 25, 1947

Mr.
Frank Howard
c/o Standard Oil Co.
30 Rockefeller Place
New York

Dear Sir,

you are, no doubt, informed of the trial now pending before

the

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the Military Tribunal No. VI at Nuernberg against the former leading executives of IG Farbenindustrie AG. I, the undersigned Rechtsanwalt Dr. Conrad Toettcher have been appointed Chief Defense Counsel for the defendant Professor Dr. Carl Krauch. I am addressing you to-day in his name, as well as on behalf of and for

Rechtsanwalt Dr. Hans Flachhauer, appointed Chief Defense Counsel for the defendant Dr. Heinrich Tustefisch,

Rechtsanwalt Horst Polokmann, appointed Chief Defense Counsel for the defendant Dr. August von Knieriem,

Rechtsanwalt Justizrat Dr. Rudolf Pix, for the defendant Geheimrat Dr. Hermann Schmitz.

The indictment against IG among other charges accuses IG of not having collaborated loyally and faithfully with their non-German contract partners in the field of exchange of information on new inventions and developments and, thereby, weakening the economic and technical power of the United States for the purpose of preparing an aggressive war.

We are informed that you as one of the executives of Standard Oil (U.S.) are thoroughly familiar with the contents and execution of the contract between Standard Oil (U.S.) and IG on the mineral oil field.

Therefore, we would ask you to assist the Tribunal in their endeavour to find the truth by making an impartial statement on the facts that are known to you.

For that purpose we would appreciate having an affidavit from you, informing the Tribunal of the manner in which the respective members of IG handled the contracts, as far as mineral oils are concerned. This Affidavit should especially disclose the following:

1. According to your impression, based on an experience of many years, what was the general attitude of the IG executives who were responsible for the execution of these contracts with regard to cooperation between IG and Standard Oil (U.S.)? This refers especially to Professor Dr. Krauch during the time when he was active in IG, as well as to Dr. von Knieriem and Dr. Tustefisch.

The question is, whether these men have fulfilled the obligations out of these contracts until the outbreak of war in September 1939? Furthermore, did they handle the exchange of experience in a fair manner? Or have you any proof for the fact that information was illegally withheld in contradiction to the contract?

2. Were you informed by IG that, from 1933 on, IG had to consider more and more restricting governmental directives causing additional difficulties with regard to the ex-

change

change of experience as stipulated in the agreement?

Were any important cases brought to your attention, in which IG failed to pass on to Standard Oil (N.J.) essential experiences on the mineral oil field?

Were you ever under the impression that IG neglected any of their obligations out of the contract under the pretext that an exchange of experience was incompatible with government directives?

3. At which stage of development did Standard Oil (N.J.) receive information by IG on new results in their research work and the developments therefrom?

Was it your impression that the technical experts of Standard Oil (N.J.) who were in constant contact with IG were informed in a fair manner of all technical developments on the field covered by the contracts?

Would you please at this part of the affidavit refer to

- a. the proceedings with regard to the disclosure of inventions and recent developments of IG on Paraffin, Coalol, Hydrocarbon, Synthesis Process, Dehydrogenation of butanes, Hydroforming Process, Catalytic Cracking, production of aviation kerosene from ethylene and paraffines,
 - b. other proceedings that you feel characteristic for the praxis commonly used by IG in informing Standard about such new inventions and developments.
4. In 1938 Standard Oil (N.J.) and other foreign oil companies made an agreement with IG on the field of "Wohlbrennstoffsynthese". Did IG carry out their obligation out of this agreement loyally and thereby contribute their part to the technical development?
5. It is known to us that, in August 1939, after very lengthy negotiations, a Negotiators agreement was concluded between Standard Oil (N.J.) and several other foreign oil companies on one side and IG on the other side. This comprehended largely the use of contracts on the field of production of fuel from mineral oil. In the course of preliminary negotiations and, furthermore, until the outbreak of war in September 1939, did IG contribute considerably to this new contract field and thus accelerate the development of the extraordinary important processes falling under this agreement.

Was the privileged position granted IG in this contract essentially based upon the fact the foreign contract partners expected from IG valuable contributions to an acceleration of the technical developments on this field. Was it, therefore, the fact that, due to a long years' experience

with

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with IG with regard to their technical-inventory efforts and the general way of handling such exchange of experience, the foreign partners had full confidence in IG?

As regards your affidavit, certain regulations by Military Tribunal will have to be followed. They refer to the initial clause as well as to the verification of your signature. The enclosed form will give the necessary information.

I would appreciate it, if you would kindly write the affidavit as soon as possible and send it to the address on my head of this letter by airmail.

Yours very sincerely

1 enclosure

Signature not legible

A f f i d a v i t

I, (name and address of affiant), after having first been warned that I am liable to punishment for making false statements, state herewith under oath and of my own free will the following, being aware of the fact that my statements are to be submitted to the Military Tribunal Nr. VI, Palace of Justice, Nurnberg.

(location and date)

(name of affiant)

Certification by
an official person.

Die vorstehende unrichtige Abschrift des vorstehenden Schriftstuecke bescheinigt:

Nurnberg, den 5. Maerz 1948.

Herrn Dr. Hans Fleckner,
Rechtsanwalt.

Case 6
Defense

TRIBUNAL VI

CASE VI

DOCUMENT BOOK VII

FOR

Dr. Heinrich BUETEFISCH

Submitted by the
Defense Counsel

Dr. Hans FLAETSNER
Attorney-at-Law

Young



UNITED STATES MILITARY TRIBUNAL VI
SITTING IN THE PALACE OF JUSTICE, NUREMBERG, GERMANY
22 JULY 1945

THE UNITED STATES OF AMERICA :

- vs. - :

CARL KRAUCH, et al., :

Defendants. :

Case No. 6

ORDER

Dr. Hans Flaeschner, counsel for the Defendant Buefisch, has filed a petition dated 22 June 1945, reciting that through error Buefisch Document No. 255, Buefisch Exhibit No. 154, was designated as Document No. 252 in the transcript and in the English document book.

IT IS ACCORDINGLY ORDERED that said error be corrected in compliance with said petition.

s/ CURTIS G. SHANK
Presiding Judge

s/ PAUL M. HERBERT
Judge

s/ JAMES MORRIS
Judge

Dated this 22nd day of July 1945

Certified true copy



Table of Contents for Document Book BUSTEFISCH No.VII.

<u>Page</u>	<u>Description of Document</u>	<u>Bue.No.Exh.</u>
1	<u>Affidavit Georges LELONG of 9 September</u> <u>1947</u>	Bue. No. 87

The Chief of the Comptoir Francais de l'Azote states that Dr. BUSTEFISCH conducted himself in a very benevolent manner toward the French Nitrogen Industry. The German Nitrogen Industry, of which Dr. BUSTEFISCH was one of the leading men, did not appropriate to its own uses any of the installations of the French Industry; its delegates intervened at various times on behalf of the French Nitrogen Industry and made available to it raw materials and power which were vital for the life of the French population.

3	<u>Affidavit Heinrich CONZEN of 27 January 1948</u>	Bue 56
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The deponent testifies that Dr. BUSTEFISCH, upon the express desire of the D.F.G., urged the I.G. Farben to acquire the shares of the Gewerkschaft Austrosec in order to turn this company into a predominantly German organization and thus acquire its prospecting rights in Austria and its capital investments. Even after acquiring its participation in the Austrosec the I.G. Farben did not curtail the influence of the D.F.G. The deponent, who was Manager in the Austrosec, states: "I considered this participation of the I.G. Farben in the Gewerkschaft Austrosec merely as a act of friendly assistance on the part of I.G. and I acted accordingly."

- 4 Kontinentale Oel A.G.
6 Affidavit of Ulrich FRUHLANN of 30 January 1948 Bue.58

The former State Secretary of the Four-Year-Plan states that the Kontinentale was founded in March 1941 by the Reich in order to administer the interests which the Reich had acquired in the Rumanian Petroleum Companies. Other interests went to some German banks and the largest German Mineral Oil Companies. However, through the fiftyfold voting power of its shares the Reich had secured an absolutely dominating position. The board of directors received its instructions from the Reich Ministry for the Economy and the Aufsichtsrat exercised no decisive role. It had no possibility to raise any subsequent objections against measures of the management.

After the outbreak of war with Russia, the Kontinentale Oel A.G., without prior consultation of its Aufsichtsrat or its stockholders, was placed in charge of the administration of mineral oil plants in occupied Russian territory for which purpose it had to establish and finance subsidiaries. The I.G. Farben did not actively participate in these measures as a stockholder in the Kontinentale Oel A.G.

- 9 By laws of the Kontinentale Oel A.G. Bue.133

Authorized Stock 50 shares at Rm 1 Million each
30,000 holder shares at Rm 1,000 each
Total Capitalization Rm 80,000 Million.

Voting power of the registered shares: 50-fold

- 16 Affidavit Walter DIEHLANN of 25 February 1948 Bue.286

When the Kontinentale Oel A.G. was founded, the deponent transferred from the I.G. Farben to the Kontinentale as -rokurist and Director. With regard to the foundation of the company he states the following: The Reich desired a mineral oil company which would be competitive with the big foreign companies, and since the existing German companies were financially not strong enough, it established on 27 March 1941 the Kontinentale Oel A.G. as a holding company. As follows from the addendum to the affidavit, the Reich took over 30 Million of the total shares amounting to 80 Million, but by the 50 - fold voting power of the registered stock

secured for itself a dominating influence. The I.G. Farben owned 3 Million of the stocks. The Vorstand received its instructions from the Ministry, the Aufsichtsrat did not exercise any decisive influence, was informed only subsequently, and had no possibility to criticize any measures adopted on instructions from the Ministry.

Dr. FISCHER, a member of the Vorstand, was Chief of the Department for Mineral Oil in the Reich Ministry for the Economy; during that time, his functions in the I.G. Farben remained dormant. The deponent was the only other man to transfer from the I.G. Farben to a leading position with the Kontinentale Oel A.G. Professor KRAUCH was in the Aufsichtsrat of the Kontinentale Oel A.G. not as an I.G. Farben representative but as a General Advisor on Chemical questions.

21 Meeting of the Vorstand of 25 April 1941 Bue.232

Dr. BUETEFISCH reports on the Mineral Oil Economy in the European area. The Vorstand approves the contemplated participation. (concerning the Kontinentale Oel A.G.)

22 Affidavit Friedrich SILCHER of 16 February 1948

Bue. 305

The deponent handled the affairs of the I.G. Farben with regard to crude oil in the Legal Department of the I.G. Farben at Berlin and in this connection he states the following: From the time that Dr. FISCHER received his appointment in the Reich Ministry for the Economy after the outbreak of war his functions in the I.G. Farben rested. When on the part of the I.G. Farben, for instance through Dr. BUETEFISCH, negotiations concerning mineral oil matters were carried on these were conducted by Dr. FISCHER in his capacity as Chief of the Mineral Oil Department of the Ministry. Apart from the negligible stock interest that the I.G. Farben held in the Kontinentale Oel A.G., it had no connection with the organization. Dr. FISCHER worked in the concern only as a representative of the Ministry. This was the reason why the Legal Department of the I.G. Farben, which - as a rule - continuously handled all matters concerning mineral oil for the I.G. Farben, had no dealings with the Kontinentale Oel A.G. other than its representation before the general meeting. The deponent did not have the impression that Dr. BUETEFISCH was anything but a rather insignificant member of the Aufsichtsrat, of the Kontinentale Oel A.G.

Since the deponent was familiar with the various forms of business organizations, he was asked at the time by Dr. FISCHER to work on a draft for the organization of the contemplated Kontinentale Oel A.G., which would hold down the influence of the state to a minimum.

Page	Description of Document	Bue. No. Exh.
	This draft was rejected, and instead GOSLING ordered that the state was to have a decisive voice while industry should participate only as investor and because of its technical knowledge.	
27	<u>Affidavit Adolf ROBERTS of 17 February 1948</u>	Bue.291
	There are no entries in the books of the central accounting office of the I.G. Farben which would indicate any other investment in addition to the capital investment of R. 3 Million in the Kontinentale Oel A.G.	
28	<u>Affidavit Emil WURTE of 17 February 1948</u>	Bue.280
	The books of the Ammonia Plant Herseburg G.m.b.H., of which the deponent was in charge, do not list any participations in or securities of the Kontinentale Oel A.G.	
30	<u>Affidavit Gottfried GRIEBEL of 12 February 1948</u>	Bue.222
	Deponent was a member of the Aufsichtsrat of the Kontinentale Oel A.G. in his official capacity as Chief of the Mineral Oil Group in the Defense Economy Office of the OKW. He states: The Vorstand of the company received its instructions from the Reich Ministry for the Economy and from the Four Year Plan office. The Aufsichtsrat played no decisive role and was unable to exercise real leadership or maintain an efficient control. It was impossible for the Aufsichtsrat to raise in its annual meetings any objections against measures taken in the interim for the very reason that -as a rule- these came about upon official orders. Even less was its influence on subsidiaries. Dr. BUETEFISCH represented the I.G. Farben, which owned a negligible amount of shares, in the Aufsichtsrat.	
33	<u>Affidavit Erich MURKIN of 30 January 1948</u>	Bue.57
	In September 1941 deponent together with Dr. E.K. FISCHER went to the Reich Commissioner for the Ostland (Baltic Countries) to conduct negotiations concerning the shale naphtha mines in Estonia. The I.G. Farben was in no way connected with these negotiations. Dr. FISCHER never was Generaldirektor of the I.G. Farben, and had severed his relations with the concern prior to his transfer to the Reich Ministry for the Economy, in other words prior to assuming office in the Kontinentale Oel A.G.	

38 Affidavit Guenther SCHLICHT of 31 December 1947 Bue.134

Deponent was assigned to the Mineral Oil Brigade and confirms that the Mineral Oil I.G. had to supply this brigade with the necessary drilling and extracting equipment in order to put the oilfields into operation. On account of the severe destruction, which the retreating Russians had left behind, this plan remained unsuccessful. Deponent has known Dr. BULTEFLO as an important expert in the mineral oil industry and hydrogenation from his work with the Economic Group "Fuel Industry" (Firtschftsgruppe Kraftstoffindustrie). He confirms his unpolitical attitude which was guided only by professional considerations.

SUPPLEMENTARY DOCUMENTS

41 Affidavit Hans v. SALMUTH of 13 February 1948 Bue.262

Deponent, formerly a general, testifies that General BOCKELBERG had retired from the Wehrmacht and no longer had any official relations with it when he headed the Vorstand of the BR.BAG.

42 Affidavit Dr. Hans BROCKE of 20 February 1948 Bue 288

As deponent states, Dr. BULTEFLO exerted no pressure on the Gewerkschaftsstichtes STIMMES in the Ruhr District for the purpose of inducing it to employ the hydrogenation process of the I.G. Farben. Co-operation was voluntary and took into account research results of both sides. The fruitful development of the common sphere of activities was the goal.

44 Affidavit Franz J. GAMBERER of 27 January 1948 Bue.295

Deponent testifies that the compilation relative to the total investment in hydrogenation up to the end of 1934 was prepared in order to serve as a basis for the re-negotiation which the I.G. Farben desired for its Gasoline Agreement with the German Reich. As is known, this agreement worked to the extreme disadvantage of the I.G. Farben. The extent of the I.G. Farben investment was particularly accentuated in order to serve the purpose of this compilation. Credit items from another side, for instance Standard Oil, were not included.

Page	Description of Document	Bue.No.Exh.
46	<u>Affidavit Dr. Ing. UENZNER of 24 February 1948</u>	Bue.308
	Deponent was Member of the BRAB G Vorstand in matters concerning technical questions and is familiar with the fact that Dr. BULTFISCH was accepted into the Vorstand as technical advisor of the expansion of the Brabagwerke. BULTFISCH's activity was exclusively confined to chemo-technical counseling for the company. BULTFISCH refrained from any attempt to exert influence on behalf of a political party.	
49	<u>Affidavit Josef RU-SWURN of 13 Nov.1947</u>	Bue.310
	Deponent was Commander of the Army Signal Corps unit in Halle. Under his command, BULTFISCH participated in two refresher courses for reserve officers. During the second course, BULTFISCH invited his fellow officers to a social evening at Louna and held a movie lecture on the Louna Plant.	
51	<u>Affidavit Hugo STIMMIS of 24 February 1948</u>	Bue.303
	<p>The well-known industrialist states that in his collaboration with the Leith's STIMMIS Company in the advancement of the Pott-BROCK hydrogenation process, as developed by the latter, Dr. BULTFISCH refrained from exerting any undue pressure. BULTFISCH also made every effort to harmonize the obligations toward the STIMMIS Company with the international agreements of the I.G. Farben.</p> <p>I.G. Farben exerted no influence on the development of the experimental plants at Weilheim which preceded these agreements.</p> <p>This absolutely technical development can in no way be construed as preparation for an aggressive war. Business considerations as to how the various types of coal could be utilized to best advantage caused the coal mining industry to devote its attention to hydrogenation.</p> <p>The entire German production of mineral oil did not suffice to fill even half of Germany's peacetime requirements. Yet compared with the requirements of the Western European nations the German peacetime requirements can be called negligible.</p>	

<u>Page</u>	<u>Description of Document</u>	<u>Bue.No.Exh.</u>
57	<u>Affidavit Friedrich UHDE of 24 February 1948</u> describes the high investment which is required for the production of highly concentrated nitric acid. It took in 1939 (that is in peacetime) from 1 to 1½ years to build such an installation.	Bue.301
59	<u>Affidavit of Emil WUERTE of 26 January 1948</u> contains statistics relative to I.G. Farben's investment in hydrogenation up to the end of 1932.	Bue.240
61	<u>Certified Statement by the "Air Ministry"</u> <u>London</u> Dr. BUETEFISCH was in London from 22 December 1945 to 12 January 1946 for an interrogation on technical problems and proved obliging and co-operative.	Bue.237
62	<u>Affidavit of Dr. SCHINDLER of 24 February 1946</u> Deponent, Chief Engineer and Director of the Dynamit-Nobel A.G. relates on the basis of his records what quantities of nitric acid and other nitrates Germany used from 1930 till the outbreak of war in 1939.	Bue.311
65	<u>Affidavit Dr. Carl HOLDEMEIER of 27 January 1948</u> Deponent, Chief of the Patent Division of the Badische Anilin- und Soda-Fabrik at Ludwigshafen from 1929 to 1946 states that 3544 patent applications were filed by the Ludwigshafen Division during the period from 1934 to 1939. Of these 3544 only 66 were converted into secret patents. Included in the total figure of 3544 are also patents of the Leunwerk, which was under the direction of Dr. BUETEFISCH.	Bue.299

9 September 1947

FFID. VII.

I, Georges LESLON G, general director of the "Comptoir Francais de l'Azote", 58 Avenue Kleber, Paris (16th) at present living at Saint-Germain-les-Arpejox (Seine & Oise) having been duly warned of the importance of this affidavit, declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal at the Palace of Justice, Nurnberg, Germany.

1. I, Georges LESLON G, born 1 June 1885 at Angoulême, technical engineer, officer of the Légion d'Honneur, Croix de Guerre, have been an employee of the "Comptoir Francais de l'Azote" (French nitrogen company) since 1924, and was as such from 1931-1939 a member of the experts Committee of the International nitrogen Convention as the representative of the French nitrogen industry.

2. It is in this capacity that from 1931 on I have known Dr. BULTEFISCH, who was the president of the Technical Experts' Committee of the International Nitrogen Convention.

I wish to state that Dr. BULTEFISCH always acted very objectively in this capacity and, because of his great business experience, he was able to render immense services to the whole European industry.

3. During the war Dr. BULTEFISCH, whose great efficiency was recognized by everybody at a time when one was able to fully appreciate this

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showed a benevolent attitude towards the French nitrogen industry. I wish to emphasize that the German nitrogen industry - Dr. BUETEFISCH was one of its directors at that time - was not put in possession of a single one of the plants of the French industry, and that the German representatives of the chemical industries in France intervened on several occasions for the purpose of making available to the French nitrogen industry those raw material and power (coal and electricity) which were essential for the carrying on of these industries, so indispensable for the survival of the French people.

4. Personally, I have always appreciated Dr. BUETEFISCH's correctness and his willingness to help ever since I have known him. In conversations with me Dr. BUETEFISCH never expressed an opinion which would have been contrary my own French convictions. Even during the war, I had occasion to meet Dr. BUETEFISCH in 1942, and I appreciated the manner in which he acted towards the citizens of a country which the German Army deemed to be in a state of resistance.

PARIS, 9 September 1947

The General Director

(L.S.) signature illegible

obviously Georges LELONG (translator's note)

signed. Two signatures

* * * * *

Certified verbatim and true copy of the above
document:
Muenberg, 26 February 1948

signed Dr. Hans FLAEGEMER
attorney-at-law

No. 290 of the Document
Register.
Year 1948

First Original.

Hannover, 27 January 1948

stamp: Dr. jur. Paul HESSEN
Notary Public, Hannover

signed: signature
Notary

Hannover, 26 January 1948

Before me, the notary public Dr. jur. Paul HESSEN at Hannover, there appeared

the merchant Heinrich GONZEN, Hannover, Rosshampstr. 3, personally known to me.

The above mentioned person who appeared here asked for his affidavit to be taken down. The notary pointed out to him that he would make himself liable to severe punishment if he made a false affidavit, intentionally or negligently, especially if this affidavit was made before an authority and in order to be submitted as evidence before the Military Tribunal, Nuernberg, Germany.

The person who made his appearance then declared:

1.) Ad personam

"I was manager of the Deutsche Gasolin A.G., branch office Vienna GmbH, manager of the Donau-Öl GmbH, Vienna, member of the Vorstand of the Steinberg Kohle A.G. Vienna and related Mineral oil corporations I was classified in category IV by demeritization - certificate Mil. Gov., British Zone, under file number: serial number "Z 031329."

2.) Ad rem

"In my capacity as manager of the Donau-Öl GmbH I was, as the I.G. Sarben was connected with the mining corporation Austrogassee, Vienna, Rontgasse 1, entrusted with its management

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jointly with the technical engineer Herr KUIBKA. I know from the negotiations which Dr. BUSTEFISCH carried on with Director ERBIL of the D..P.G. that the prospecting licenses of the Austro-gassec were, to expire at the date of the Anschluss of Austria, this being foreign owned property. The D..P.G. therefore, approached Dr. BUSTEFISCH and pointed out to him that the I.G. Farben ought to take over a sufficient part of the shares to make the Austro-gassec a predominantly German corporation, and thus reduce the loss of capital invested in the opening up of the mine.

The D..P.G. exercised its full influence on the corporation after this transaction, and no important changes were made either in the practical work done or in the submission of reports from the time when the D..P.G. was still the sole owner. I personally saw in this participation of the I.G. Farben in the mining corporation Austro-gassec only an act of friendly assistance, and acted accordingly.

Under no condition should the participation of the I.G. Farben in the Austro-gassec be termed looting and plundering, as it was, on the contrary an act of helpfulness towards a friendly foreign corporation".

After the above had been read to the affiant, he declared: "This is correct. I herewith declare this under oath."

The transcript was then declared complete and approved of by the affiant, and signed as follows:

signed: Heinrich CONZEN

signed: Dr. Paul HEMSEN
Notary public

The first original copy of the above transcript was herewith drawn up

Document Book VII BUEBTFISCH
Document No. 56

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and the copy turned over to the merchant Herr Heinrich
CONZEN, Hannover, Rosskampstrasse 3.

Hannover, 27 January 1948

stamp: Dr. jur. Paul HEISEN signed Dr. Paul HEISEN
Notary public, Hannover Notary Public

This is a verbatim and true copy of
D-c. Bue 56

signed: Dr. Hans FLECHSNER
(DR. HANS FLECHSNER)

AFFIDAVIT.

I, Erich NEUBAUER, until spring 1942 second State secretary of the Four-Year-Plan, at present imprisoned in the Palace of Justice, Muernberg, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal, Palace of Justice, Muernberg, Germany.

The French and Belgian-owned shares of the Rumanian Petroleum Corp. (Rumanische Erdolgesellschaften) Colombia and Concordia were offered to the Reich by the share-holders in fall 1940. Successful negotiations about their acquisition were carried out on behalf of the Reich by H.J. Abs, then a member of the Vorstand of the Deutsche Bank. So as not to have these shares handled as government property by the Reich authorities, the Continentale Oel A.G. (Continental Oil A.G.) was founded as a holding company in March 1941. Six of the largest German mineral oil firms, among others the I.G. Farben, were invited by the Ministry of Economy to share in the foundation of this company. Besides, several banks and the Borussia were given an interest in the holding company. The latter was trustee of the Reich which held 30 millions of the 80 millions capital stock. Each of the shares owned by the Reich commanded fifty votes, from which statement one can easily gather the absolutely predominant position of the Reich. The directors of the company received their instructions from the Ministry of Economy, which was acting for the Mineral-oil-industry, that is to say, from the Minister of Economy, Funk. The Aufsichtsrat of the company consisted of 28 members. Their part in the management was by no means a decisive one. Meetings of the Aufsichtsrat were merely called once or twice a year, mainly for the purpose of carrying out its legal duties - approval of the balance sheet, exoneration of the Vorstand etc.-. In each case, it was then also informed

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by the Vorstand of the measures which had been taken in the meantime. The Aufsichtsrat was unable to make any changes in the measures which had been decided upon by the management because, as a rule, they had already been carried out by the responsible state offices.

After the outbreak of war with Russia, the Kontinentale Oel I.G. was directed, without consulting the stockholders, by order of the Reich Ministry of Economy, dated 22 July 1941, to manage the mineral-oil-plants in the occupied Russian territory, and to set up the subsidiary companies, necessary for this purpose. It was in this way that the provisional administration of the Baltic shale-oil-fields was taken over and the participation of the Kontinentale in the lease corporation (F. oelgasellschaft)

for the Galician oil-fields started. These newly founded corporations were given the task of getting the production of the war-destroyed or war-damaged plants going again, and to distribute oil to the troops at the front, and to organize the economy of the country according to the instructions of the responsible offices. Financing by the Kontinentale Oel I.G. of these subsidiary companies was based on the above mentioned order, especially for the procurement of machinery necessary for the reconstruction of plants which had been destroyed by the Russians. According to my knowledge, the I.G. F. oel as a stockholder in the Kontinentale Oel I.G. did not actually participate in these measures.
Munich, 30 January 1948

signed Erich F. ULLMANN
(Erich F. ULLMANN)

This is herewith certified to be the verbatim and true signature.

Document Book VII HUETLFISCH
Document No. 58

of Herr Erich NEUMANN, at present in the prison of the
Palace of Justice, Nuernberg.

Nuernberg, 30 January 1948

signed Dr. Hans FLAEBCHNER
(Dr. Hans FLAEBCHNER)

Certified verbatim and true copy of the above document
Bue 58

Nuernberg, 6 February 1948

signed Dr. Hans FLAEBCHNER
(Dr. HANS FLAEBCHNER)

B Y - L A W S

of the

KONTINENTALE OEL AKTIENGESELLSCHAFT

in

BERLIN

1941

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I.

General Regulations . . .

Article 1

The Aktiengesellschaft shall be called
"Kontinentale Oel Aktiengesellschaft".

The Aktiengesellschaft shall be located in Berlin.

Article 2

The company's objectives shall be the taking over of participations and any other business transactions in the fuel field, especially in foreign countries.

Article 3

The current calender year shall also be the business year.

Article 4

Company announcements shall only be published in the German Reich Gazette.

II.

Original Stock and Shares.

Article 5

The original company stock shall be 80 000 000 Reich marks. It shall be divided up into 50 registered shares of 1 000 000 RM, and 30 000 original holder shares of RM 1000.

Article 6

For five consecutive years after registering the company the Vorstand shall be authorized to increase the original stock to 120 000 000 RM by issuing new original shares, made out to the owners, after they have been subscribed.

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Article 7

The Vorstand conjointly with the Aufsichtsrat shall determine form and contents of the share certificates.

III.

Company Statutes .

A. The Vorstand

Article 8

The Aufsichtsrat shall appoint the Vorstand members and determine their number; the Aufsichtsrat shall have the power to appoint deputy Vorstand members.

Article 9

Two Vorstand members or one Vorstand member conjointly with a Prokurist shall act on behalf of and represent the company. If a Vorstand member has been appointed Chairman of the Vorstand, he shall cast the deciding vote in all disputes occurring in the Vorstand, provided the Aufsichtsrat has authorized him to decide on such matters.

Article 10

The Vorstand shall be bound to abide by those restrictions which have been fixed by procedural regulations issued by the Aufsichtsrat after consultations with the board of directors (Verwaltungsrat).

B. The Aufsichtsrat.

Article 11.

The Aufsichtsrat shall consist of a minimum 3 and a maximum 30 members. The Aufsichtsrat members shall be elected by the general meeting. The election shall take place up to the termination of the general meeting, which shall pass the exoneration resolution for the current business year. If members resign before their term of office expires,

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an extraordinary general meeting shall only be convened to effect by-elections, provided that the required minimum of three members is no longer in office. The replacing officials shall always be elected for the remainder of the period of office of the resigning members. The general meeting shall have the right to dispense with a by-election.

Article 12

Following each general meeting a general Aufsichtsrat meeting shall convene for which no invitations are required. The senior member shall preside over the election of a chairman and his two deputies. These shall form the presiding body of the Aufsichtsrat. During a current business year a deputy shall be elected both for the chairman and one of his deputies. If the officeholder should retire prematurely, or if the other members should decide unanimously that the present holder has become permanently incapable of completing his term.

Article 13

The chairman or, if he is unable to attend, his deputy shall issue the invitations for the various meetings. They shall be made in writing, by telephone or by wire. The meeting place shall be mentioned in the invitations.

Article 14

The Aufsichtsrat shall constitute a quorum if more than half the number of members, at least three members including the chairman or one of his deputies, are present.

The chairman shall decide the voting method. Resolutions shall be passed with simple majority vote. In case of a tie, the chairman shall cast the deciding vote. Aufsichtsrat meetings, or meetings of any of its committees,

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can be attended by all persons other than Aufsichtsrat members, taking the place of regular Aufsichtsrat members if the Aufsichtsrat has sent them a written authorization, and with the approval of the chairman. These persons shall be entitled to hand in the votes of Aufsichtsrat members in writing. However, this ruling does not apply to the chairman of the Aufsichtsrat and any of his deputies. Either by a written or wired vote, resolutions can be adopted without a meeting having been convoked, if the Aufsichtsrat chairman or any of his deputies issue instructions to effect such a procedure of passing resolutions, and if no Aufsichtsrat member vetoes this procedure. The Aufsichtsrat resolutions adopted by the meetings shall be incorporated in the minutes; they shall be signed by the chairman or any of his deputies. In all other cases the Aufsichtsrat itself shall decide on its agenda.

Article 15.

Aufsichtsrat approval shall be required for the following items:

- a) to appoint representatives with power of attorney
- b) to acquire real estate for the company's business purposes,
- c) to establish branch firms,
- d) to contract long-term liabilities, in particular to float loans.
- e) to sell participations.

Particularly in the business regulations for the Vorstand the Aufsichtsrat shall have the right to insert any other transactions which require its approval.

Article 16

The Aufsichtsrat shall have the right to appoint committees, and delegate certain responsibilities to them. In particular, the Aufsichtsrat shall have the right to appoint a committee which prepares all negotiations pertaining to Aufsichtsrat resolutions, and supervises their execution;

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besides, this committee shall closely collaborate with the Vorstand, and supervise its executive functions. This committee shall be empowered to decide on the approval to be given by the Aufsichtsrat for Vorstand transactions, pursuant to article 15, and shall thereby give this approval. It shall also have the right to demand of the Vorstand at any time to submit reports pertaining to all company matters, including the company's relations to business combines. The Aufsichtsrat shall have the right to give even more far-reaching authority to this committee.

The Aufsichtsrat presidium shall sign agreements with Vorstand members.

Article 17

Apart from being reimbursed for their expenses, the Aufsichtsrat members shall receive fixed remunerations which shall be payable after the expiration of the business year, and which shall be booked under expenses. This remuneration shall amount to 2000 RM each for Aufsichtsrat members, 6000 RM for deputy chairman, and 7 500 RM for the chairman. Furthermore, the Aufsichtsrat shall receive a variable remuneration scale amounting to 2% of the proceeds in excess of those 4% of the original stock, which have been paid out to shareholders. The Aufsichtsrat shall decide how this bonus is to be paid to its members. Insofar as Aufsichtsrat members or members of the presidium are company officials, they shall receive only those payments, in lieu of the remunerations mentioned under paragraphs 1 and 2, which they are permitted to receive in accordance with the laws governing payments to persons in official positions.

If Aufsichtsrat members assume any extracurricular duties for the company in their official capacity the presidium of the Aufsichtsrat shall have the right to grant them a special remuneration for their services.

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Article 18

Aufsichtsrat announcements shall be promulgated by adding the term "Der Aufsichtsrat" and the signature of the Aufsichtsrat chairman or any of his deputies to the firm seal of the company.

C. The Board of Directors.

Article 19

The company shall be given a board of directors consisting of five members. The election of the directors shall take place in the regular general meeting for the period terminated by the following regular general meeting.

The general meeting shall also appoint the chairman and his deputy for the board of directors. The founders of the company shall elect the first board of directors and appoint its chairman and deputy chairman. If a director resigns before the expiration of his term, a by-election shall be held as soon as possible if a minimum of two directors does not continue in office.

The board of directors shall have the task to supervise the management of the Vorstand together with the Aufsichtsrat. Furthermore, the board of directors shall be charged with the duty to advise the Vorstand and the Aufsichtsrat, continually consulting with these two bodies.

The regulations laid down in article 14 concerning Aufsichtsrat resolutions shall apply to all resolutions passed by the board of directors .

Directors shall receive a remuneration the amount which they shall determine conjointly with the Aufsichtsrat presidium .

D. The General Meeting.

Article 20

The Vorstand or the Aufsichtsrat shall call all general meetings. Invitations shall be issued at least three weeks before the convention date of the general meeting - not counting the date when the general meeting is announced - and shall be promulgated in the German Reich Gazette.

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Article 21

The holders of original stock shall be entitled to attend the general meeting. The following persons shall have the voting right and shall be entitled to submit motions:

a) The shareholders who have been entered in the company books as such, or who apply to be entered by the sixth day of the general meeting at the latest, and who deposit their registered shares by the third day of the general meeting at the latest, in accordance with detailed directives as issued by the person convoking the meeting,

b) the holders of original stock who during regular business hours ^{shall} deposit their shares with the company, a German notary, a securities and bonds collecting bank institute which is authorized to receive the shares, or with any other deposit institutions designated when the general meeting is being convened, not later than the third day before the general meeting, and to leave them at any of the designated places until the general meeting adjourns.

If the last day of the deposit deadline falls on a Sunday or a Public Holiday, the last preceding weekday shall be the final depositing date. If the shares are deposited with a notary or a securities and bonds collecting bank institute, deposit certificates shall be handed in to the company not later than the first day after the deposit deadline has expired.

The deposit shall be considered valid and in good order, if any of the depository institutions gives its approval to have the shares deposited with any other credit institute, and be kept there in a blocked account until the general meeting adjourns.

By inserting a pertinent announcement in the invitation to the general meeting, the right to vote in the general meeting can be made dependant upon the timely submission of a duplicate number register listing the shares that entitle the holder ^{to} participate.

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As long as share certificates have not been issued, the invitation to the general meeting shall mention the rulings according to which shareholders are entitled to participate and vote in the general meeting.

Article 22

Each RM 1000 original shares made out to the owner shall constitute one vote, and each RM 1000 original registered shares shall constitute 50 votes. The right to vote will be established if the legal minimum subscription payments for the shares have been made.

No shareholder shall have the right to cast more than ten votes based on holder shares.

Article 23

The general meeting which will pass resolutions concerning the exoneration for the Vorstand, the Aufsichtsrat and the board of directors, the paying of dividends, and possibly, the audit on the yearly balance (regular general meeting), shall convene during the first seven months of any business year.

Article 24

The Aufsichtsrat chairman or any of his deputies shall preside over the general meeting. If none of these attends, or is unable to preside, the senior member of the Aufsichtsrat shall take the chair, or, if all remaining Aufsichtsrat members have failed to attend, a Vorstand member. If none of the Vorstand members is present, the general meeting shall elect a chairman. The chairman shall preside over the meeting. He shall determine the agenda and its items, as well as the voting method to be adopted.

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Article 25

General meeting resolutions shall be arrived at with simple majority vote, unless other majorities are prescribed by the law.

IV. Yearly balances and paying of dividends.

Article 26

During the first five months of each business year the Vorstand shall submit to the Aufsichtsrat a transactional report for the past business year and the yearly balance sheets after final auditing by an auditor, as well as its suggestions about dividends payments.

Article 27

Net profits will be distributed to the holders of original shares in proportion to the shares' par value with the proviso that shareholders' dividends shall be granted in relation to the initial payments on the par share value, and in ratio to the time lapse between actual payment and the deadline fixed for it.

If new shares are to be issued, a different profit scale can be introduced.

This is a true copy from Document Bue 133

Nürnberg, 2 February 1948

(signed) Dr. Hans Flaechsner
(DR. HANS FLAECBSNER)

AFFIDAVIT.

I, the undersigned Walther DIHLMANN, businessman, residing at Frankfurt/Main, Klueberstr. 24, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and was made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice Nuernberg, Germany.

In December 1923 I entered the Chemische Fabrik Griesheim-Elektron A.G. a plant that was merged with the I.G. Farbenindustrie later on, and since 1934 I was a member of I.G.'s organization in Berlin N.W.7.

In December 1940 herr Dr. E. R. FISCHER asked me to join an oil company which was to be founded in 1941. As my position as manager of the export promotion department of the I.G. Berlin N.W. 7 came to an end because of the war conditions, I decided to accept this offer. Thus I was employed as a Prokurist with the title of director by the Kontinentale Oel A.G. which was founded in March 1941.

Concerning the history of the foundation of the Kontinentale Oel A.G. as far as it is known to me, I make the following statements:

The German Reich via the Plenipotentiary for the Four Year Plan, Hermann GOERING, urged the foundation of a mineral oil company with a large capital which was to be able to compete in the world market with the large mineral oil companies in foreign countries.

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The existing companies in Germany which were occupied with crude oil exploitation, crude oil processing and crude oil transportation did not have enough capital to achieve this aim by themselves. On 27 March 1941 the Kontinentale Oel A.G. therefore was founded by the Reich Ministry for Economy and the Four Year Plan and by taking in the German crude oil industry, the large banks and some companies which were occupied with the production of synthetic fuel. The company was founded as an out and out holding company.

Of the total capital of Rm 80 millions the Reich for which the Borussia Beteiligung GmbH. acted as a trustee obtained Rm 30 millions of registered shares, the large banks Rm 30 millions of holder shares and the other industries Rm 20 millions of registered shares. (see enclosure).

The registered shares carried the privilege of a fifty fold vote. The overwhelming influence of the Reich on the company was therewith apparent. Whilst the Reich, whose proportion of the capital was Rm 30 millions, had 60 % of the votes, the I.G. Farbenindustrie A.G. e.g. held 3.75% of the shares (Rm 3 millions per value) and had about 6% of the votes. The functions of the Aufsichtsrat were of minor importance as the member of the Vorstand, Dr. E. R. FISCHER was at the same time Chief of the Mineral Oil Department of the Reich Ministry for Economy and as he received his orders from the Reich Minister for Economy Funk. Later on the Mineral Oil Department as well as all other special departments were detached

(page 3 of original)

from the Reich Ministry for Economy and were taken over by the Reich Ministry for Armaments and War Production (Minister SPEER) and from then on orders were issued by this authority.

The delegates of private industry in the Aufsichtsrat only had nominal authority and had no decisive influence whatsoever. Dr. BUETEFISCH in no way took a part in the management. The Aufsichtsrat was only called in once or twice a year to receive the report of the Vorstand and to be informed of the measures taken in the meantime. Here it must be remarked once and for all that the members of the Aufsichtsrat, of which Reich Minister FUNK was the chairman, could not criticize the measures taken during those meetings.

As far as I remember it was in the first days of the war that Herr Dr. E. R. FISCHER was appointed Chief of the Mineral Oil Department in the Ministry for Economy. As far as I know it had been agreed with the I.G., that in order to avoid conflicts of interests, his functions in the I.G. were to be suspended for the time of his appointment in the Reich Ministry for Economy. Besides Dr. E. R. FISCHER of the directors of the Kontinentale Oel A.G. only the undersigned came from the I.G.

As far as I know Herr Professor Dr. KRAUCH was a member of the Aufsichtsrat of the Kontinentale Oel A.G. in his capacity as Plenipotentiary General for Special Questions of the Chemical Industry. Herr Hermann J. ABS was a member of the Aufsichtsrat as the delegate of the Deutsche Bank which held holder shares in the Kontinentale

(page 4 of original)

Oel .G.

Frankfurt/Main 23 February 1948

signed: Walther DIHLMANN
(Walther DIHLMANN)

The above signature of Herr Walther DIHLMANN, residing at Frankfurt, Klueberstrasse 24, affixed before me, is certified hereby.

Frankfurt/Main 23 February 1948

signed : Helmuth HENZE
(Helmuth HENZE)
attorney at law

- - - - -

Enclosure

to the affidavit of Herr Walther DIHLMANN

Shareholders

of the Kontinentale Oel Aktiengesellschaft

Registered shares:

- | | | |
|---|----|--------------|
| 1. Borussia Beteiligungs m.b.H. Berlin | RM | 30,000,000.- |
| 2. Deutsche Erd-oel-Aktiengesellschaft Berlin-Schoeneberg | RM | 3,000,000.- |
| 3. Gewerkschaft Elverath, Hannover | RM | 23,000,000.- |
| 4. Wintershall Aktiengesellschaft, Kassel | RM | 3,000,000.- |
| 5. Preussische Bergwerks-und Huettenaktiengesellschaft, Berlin | RM | 6,000,000.- |
| (3 registered shares(per RM 3 millions)
transferred to the .G. der Kohlenwertstoffverbeende, Bochum) | | |
| 6. I.G. Farbenindustrie Aktiengesellschaft Frankfurt/Main | RM | 3,000,000.- |

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7. Braunkohlen-Benzin-Aktiengesellschaft Berlin	RM 2,000,000.- RM 50,000,000.-
<u>Holder shares:</u>	
8. Deutsche Bank, Berlin	RM 10,500,000.-
9. Dresdner bank, Berlin	RM 10,500,000.-
(Deutsche Bank and Dresdner Bank both have transferred 3,000 holder shares - total per value RM 6 millions - to the Commerz- bank)	
10. Reichskreditgesellschaft Aktien- gesellschaft, Berlin	RM 4,500,000.-
11. Berliner Handels-Gesellschaft, Berlin	RM 4,500,000.-
	RM 30,000,000.-
total	RM 80,000,000.-

signed: Walther DIETMANN

* * * * *

The verbatim and true copy of the above document is
hereby certified:

Nuernberg, 25 February 1948

signed: Dr. Hans FLABOLSNER
attorney at law

Minutes

of the 25th Vorstand session on 25 April 1941 9 30
A.M. at Frankfurt/Main, Grueneburgplatz.

All members of the Vorstand are present.

.....

1) Hydrogenation and mineral oil industry.

Dr. BUETEFISCH gives a thorough account of the situation with regard to the production of synthetic fuel and to the exploitation of crude oil in Germany as well as of the mineral oil industry in the European area and in the Near East. The Vorstand gave its consent to the proposed participation in the field of fuel.

... ..

I, Dr. Kurt HARTMANN, assistant of the defense counsel in case No. 6 attorney at law Helmut BENZ, declare that the above document is a verbatim and true excerpt from the photostatic copy of the minutes of the 25th Vorstand session on 25 April 1941 at Frankfurt/Main i.e. of its page 1.

Nuernberg, 12 February 1948

signed: Dr. Kurt HARTMANN
(Dr. Kurt HARTMANN)

AFFIDAVIT.

I, Friedrich SILCHER, Attorney-at-Law, at present residing at Nuernberg, Herrichstrasse 15, have been duly warned that I shall make myself liable to punishment if I give a false affidavit. I declare under oath that my statement is true and was made to be submitted as evidence before Military Tribunal No. VI in the Palace of Justice, Nuernberg, Germany.

1. Approximately from 1938 on the larger part of the business of the I.G. Farben in the mineral oil field, to such extent as it was a matter less of gasoline synthesis than of crude oil, was handled in legal respect by myself in the legal division of the I.G. Farben in Berlin NW 7, of which I was the chief. Therefore I believe that I have a comparatively good idea of the activity of among others, Dr. BUETEFISCH and R. B.R. FISCHER in this field. I have had to deal in detail with all interests which the I.G. Farben had in this field during this period.

2. Whereas until the outbreak of the war Dr. FISCHER played a prominent and actively promoting part in this field in the I.G. Farben his functions in the I.G. Farben lay dormant since immediately upon the outbreak of the war he had been appointed to a position in the department for mineral oil of the Reich Ministry of Economy. It is true that I.G. Farben officials, also Dr. BUETEFISCH and even I myself, still negotiated with him concerning mineral oil matters of the I.G. Farben subsequent to this time, but due to the strict state control in this field during the war all these matters could not at all be handled in any other way but through constant contact with the competent department for mineral oil of the

(page 2 of original)

Reich Ministry of Economy, and therefore not only the I.G. Farben but any other enterprise had to negotiate with Dr. FISCHER on such matters, and the I.G. Farben officials would have had to contact the chief of the department for mineral oil of the Reich Ministry of Economy just as well if he had been not Dr. FISCHER who came from the I.G. Farben but any other person.

3. On the basis of my dealing with all matters in this field during the war I can make a definite and reliable statement to the effect that the Kontinentale Oel A.G. - apart from an investment interest amounting to 4 % of the capital stock - was no concern of the I.G. Farben, and that Dr. FISCHER exerted his functions in the Kontinentoel by no means as I.G. Farben official or former I.G. Farben official, but solely as chief of the department for mineral oil of the Reich Ministry of Economy, i.e. as a Government official.

As to details:

a) Whereas I and my department had constantly much to do with all matters of the I.G. Farben in the said mineral oil field, we, as far as I remember had to do with the Kontinentoel only in so far as we at most once or twice were asked for information by the department for securities administration concerning the representation of the shares held by the I.G. Farben at the yearly general meeting of the Kontinentoel, as the securities administration used to do from time to time with respect to the entire stockholdings of the I.G. Farben. The participation of the I.G. Farben in the Kontinentoel was so completely outside our sphere of interest that during the entire period I had no definite knowledge concerning the amount of the capital stock of the Kontinentoel and the extent of I.G. Farben

(page 3 of original)

participation in this enterprise, although I was otherwise informed in details of the investment interests of the I.G. Farben and in particular of such in the mineral oil field. Neither did I ever negotiate with Dr. FISCHER because of the Kontinentoel with the exception of one incident prior to the foundation of the Kontinentoel, which I shall deal with later under b). Neither had I the impression during my constant cooperation with Dr. BUETEFISCH and his Berlin secretariat in the mineral oil field that his importance in the Kontinentoel exceeded that of a normal, and in this case rather uninfluential Aufsichtsrat member.

b) Quite a long time before the foundation of the Kontinentoel Dr. FISCHER once asked me to submit a suggestion concerning the construction of a company in which the government and the German mineral oil firms could work together in the mineral oil field. He wanted a synthesis between state control and free enterprise activity in this field. As he stated explicitly he came with this request to me not as an I.G. Farben official but because of my special familiarity with the questions pertaining to enterprise organization. For this reason I also did not inform either Dr. BUETEFISCH or Dr. von KNIERICH, with whom I was working in constant close cooperation in the field of legal organization and altogether all matters pertaining to corporation law of the I.G. Farben concern, of this work. In working on this subject I tried to keep the influence of the government on the smallest possible scale within the limits of what I considered still feasible, confining it largely to a supervisory function, whereas the actual responsible management of the company

(page 4 of original)

was to lie with the participating enterprises of the mineral oil industry. As I after some time submitted these suggestions to Dr. FISCHER, he told me that these ideas unfortunately were out of date. GOERLING had dealt with the question and made a final decision to the effect that management and control of the new company must be solely a concern of the government and that this overwhelming influence had to be established and secured through adequate stockholding casting vote, and in addition explicit provisions, e.g. in the statutes. Although industrial enterprises should be allowed or rather had to participate, they were to do so essentially as financing companies and for the purpose of making it easier to request expert assistance and even the experts themselves from them. Also the I.G. Farben should participate with a few percent. A special holding company would be founded being to 100 % the property of the government for the purpose of taking over the majority participation in the new mineral oil company.

As then some time later the Kontinentoel was founded it was organized in complete accordance with the information which Dr. FISCHER had on this occasion disclosed to me. The holding company which Dr. FISCHER had mentioned materialized as the Borussia Beteiligungs G.m.b.H.

Nuernberg, 16 February 1948.

(signed) Friedrich SILCHER

I, Dr. Hans FLEISCHER, Attorney-at-law, Nuernberg, hereby authenticate and certify the foregoing signature of Attorney Friedrich SILCHER, at present residing at Nuernberg, Herrichstrasse

Document Book VII BUNDESFISCH
Document No. 305

(page 5 of original)

15, having been executed before me with his own hand.

Munich, 16 February 1948

(signed) Dr. Hans FLECKNER

* * * * *

The verbal and true copy of the above certified:

Munich, 28 February 1948.

(signed) Dr. Hans FLECKNER
attorney-at-law.

AFFIDAVIT.

I, Adolf ROEHLE, residing at Frankfurt (Main), Ortenberger Strasse 21, have been duly warned that I shall make myself liable to punishment if I give a false affidavit. I do so under oath that my statement is true and was made to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany, to read as follows:

According to the statement of the central finance administration of the I.G. Farbenindustrie A.G. Berlin, dated 2 April 1941, an amount of 3,000,000.- RM was booked for capital payment paid as participation in the Continentale Oel-Aktiengesellschaft, Berlin W 35, in the books of the central book-keeping department of the I.G. Farbenindustrie A.G., Frankfurt (Main).

Apart from this payment no further payments have been booked in the books kept here.

Neither do I have knowledge of any payments other than the one referred to.

Frankfurt (Main), 17 February 1948.

(signed) Adolf ROEHLE
(Adolf ROEHLE)

The foregoing signature of Herr Adolf ROEHLE, residing at Frankfurt (Main) Ortenberger Strasse 21, who is personally known to me, is hereby certified by me.

(signed) Dr. Walter BACHEN
(Dr. BACHEN)

* * * * *

The verbal and true copy of the above certified:
Nuernberg, 2 March 1948.

(signed) Dr. Hans FLAETSCHNER
Attorney-at-Law.

EMIL WURTH

AFFIDAVIT.

I, Emil WURTH, residing at Frankfurt/Main-Sachsenheim, Josephskirchstrasse 13 o/o Wagner, have been duly warned that I shall make myself liable to punishment if I give a false affidavit. I declare under oath that my statement is true and is to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nurnberg, Germany.

I was born on 26 January 1892. From 1 December 1919 I was an employee and from 1937 the authorized commercial agent (Handelsbevollmachtigter) of the I.G. Farbenindustrie A.G. and the Ammonia Plant Merseburg GmbH., Leuna plant, in the department for Nitrogen Cost Estimates and later in the clearing house of Gruppe I, and I am now an employee of the Control Office of the I.G. Farbenindustrie A.G., in the Department Sales accounting, nitrogen and oils, in Frankfurt on the Main.

On the basis of my work and the documents to which I have access I hereby make the following statement under oath that in the books kept by me of the Ammonia Plant Merseburg GmbH., Leuna plant, no amounts invested in the

Kontinentale Oel Aktiengesellschaft

were entered to the accounts securities and investments of the above mentioned companies. Neither did it come to my knowledge that the Ammonia Plant Merseburg GmbH. paid compensation to the Kontinentale Oel Aktiengesellschaft, Frankfurt on the Main, 17 February 1948.

(signed) Emil WURTH

(page 2 of original)

I hereby certify the foregoing signature of Herr
Emil WERTH residing at Frankfurt/Main - Eschersheim,
Josephskirchstrasse 13, who is personally known to me,
Frankfurt on the Main, 17 February 1948.

(signed) Dr. Kurt HARTMANN
(Dr. Kurt H. HARTMANN)

* * * * *

The verbal and true copy of the above is hereby
certified;
Nuernberg, 25 February 1948.

(signed) Dr. Hans FLECKNER.
Attorney-at-Law.

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A F F I D A V I T

I, the undersigned, Gottfried Griebel, retired naval captain, residing at Bad Muender an Deister, at Ziegelei 11, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and is made in order to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nürnberg, Germany.

During the years 1937 to 1943 I was head of the Mineral Oil Group in the Raw Material Department of the Office for War Economy at the OKW, and from 1943 to 1945 head of the Mineral Oil Department in the Office for War Economy which had branched off from the Raw Material Department.

As head of this office, I officially replaced my office chief, General Thomas, in the Aufsichtsrat of the Kontinentale Oel A.G. when he resigned from the Aufsichtsrat of the Kontinentale Oel A.G. I can make the following statement concerning the management of the Kontinentale Oel A.G.:

The Vorstand of the company received its orders from the Reich Ministry of the Economy and to an increased degree from the Four Year Plan Office, since during the war all measures in the field of the mineral oil industry were almost completely directed with a view to governmental interests. The Aufsichtsrat of the company was composed of representatives of the offices participating, and also of gentlemen who were delegated from the founding firms. It was a corporation with many divisions, I believe the number of its members amounted

Page 31 of original

to between 20 and 30 persons. In the management of the business of the company, the Aufsichtsrat did not play any decisive role. By the very fact of the heterogenous composition of its large number of members and its rare meetings, the Aufsichtsrat could not exercise a real leadership or an effective control of the business management. The Aufsichtsrat convened only once a year in order to approve the balance sheets submitted by the Vorstand at a meeting and to exonerate the Vorstand. On this occasion, then, the Vorstand reported on the activities which it performed in the period covered by the report. To the measures taken in the interval by the management, the Aufsichtsrat could not raise any sort of objections if only for the reason that the measures taken by the management had been carried out as a rule by order of governmental offices. The Aufsichtsrat of Kontinentale Oel A.G. could exercise far less influence on the subsidiary companies. Dr. Buetefisch was in the Aufsichtsrat of Kontinentale Oel A.G. as representative of I.G. Farben, which in addition to other large oil companies had become a share - holder in the company with a minimal subscriptions.

Nürnberg, 12 February 1948.

(signed) Gottfried Driebel
(Gottfried Driebel)

The above signature, performed before me, of Herr Gottfried Driebel, residing at Bad Auender am Deister, at Ziegelei 11, I herewith certify.

Nürnberg, 12 February 1948.

(signed) Dr. Hans Flechsner
(DR. HANS FLAETSNER)

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The verbatim and true copy of the above document
certified:

Nürnberg, 16 February 1948

(signed) Dr. Hans Flaechsner

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A F F I D A V I T

I, Erich Neumann, until the spring of 1942 second State Secretary in the Four Year Plan, at present Court Prison, Nürnberg, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is true and is made in order to be submitted as evidence to the Military Tribunal in the Palace of Justice, Nürnberg, Germany,

In September of the year 1941, by order of the Plenipotentiary for the Four Year Plan, the then Reichsmarschall Göring, I was together with Dr. E.F. Fischer at the office of the Reich Commissar for the Eastland, where Dr. Fischer had to negotiate concerning the administration of the Estonian shale oil pits. In this connection, the Mineral Oil Department of the Reich Ministry of the Economy, whose head was Fischer was interested in diverting the Reich Commissar from his wish to bring the shale oil works under his own management in order to prevent arbitrary action on the part of local authorities in the administration of the industry. The reference concerning the possible acquisition of the enterprises by Kontinent mentioned in the file notice of the Reich Commissar for the Eastland dated 16 September 1941 - Prosecution Document NI-8453 - submitted to me - and the declaration of readiness to lease them for a long period were tactical means used for this purpose. The I.G. Farben had nothing to do with the actual negotiations. The designation of Fischer as General Director of I.G. Farben in the document cited as is incorrect. I know that Fischer who, to my knowledge was never General Director of I.G. Farben, had already severed his connections with the I.G. Farbenindustrie A.G. when he took over the management of the

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Mineral Oil Department of the Reich Ministry for the
Economy. This was long before he entered the Kontinentale
Oel A.G.

Nürnberg, 30 January 1948

(Signed) Erich Neumann
(ERICH NEUMANN)

The above signature of Herr

DOCUMENTBOOK VII - BUETEFISCH
DOCUMENT No. 57

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Erich Neumann, at present court prison Nürnberg,
performed before me, is hereby certified by me.

Nürnberg, 30 January 1948

(signed) Dr. Hans Flaechsner
(DR. HANS FLAECHESSNER)

This is a verbatim copy
of Document Bue 57

Nürnberg, 6 February 1948

(signed) Dr. Hans Flaechsner
(DR. HANS FLAECHESSNER)

A F F I D A V I T

I, the undersigned, Walter D i h l m a n n ,
businessman, residing at Frankfurt am Main, Klueberstras-
se 24, have been duly warned that I make myself liable
to punishment if I make a false affidavit . I declare
under oath that my statement is true and is made in
order to be submitted as evidence to the Military
Tribunal in the Palace of Justice, Nuernberg, Germany.

In the Kontinentale Oel A.G. I held the position
of a Prokurist with the title of Director and can
therefore make the following statement concerning
the operational activities of Kontinentale Oel A.G.
in the occupied Eastern territories.

During its activities in the occupied Eastern
territories, whose central point lay in Estonia, apart
from one or another economically unimportant case which
is no longer remembered in detail by the undersigned,
the Kontinentale Oel A.G. brought only capital goods
there which amounted to many millions of reichsmarks,
and did not send any such goods from there back to
Germany. With this machinery, brought in particular to
Estonia, oil shale, natural gas and mineral oil were
procured. These sources of energy were for the most part
directed to industry in the occupied Eastern territories.
The Wehrmacht retained certain quantities. Beyond that,
Kontinentale Oel A.G. sent very large quantities of
mineral oil from countries outside of Russia to the
East for industry as well as for the supply centers
of the Wehrmacht.

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Kontinentale Oil A.G. pursued its activities in the occupied Eastern territories via the following subsidiary companies:

R u s s i a :

By order of the Ministry of the Economy and/or Göring Kontinentale Oil A.G. had to found a subsidiary company to build up the Estonian shale oil works, the Baltische Oil G.m.b.H. It performed its duties as trustees of the Reich. The Aufsichtsrat of the Kontinentale Oil A.G. was only subsequently informed of this founding. An objection to this founding on the part of the Aufsichtsrat of Kontinentale Oil A.G. would have been completely impossible, since it was demanded by the supreme Reich authorities.

Kontinentale Oil A.G. only had to guarantee the capital expenditure of Baltische Oil A.G. as holding company. This was relatively large, since in their withdrawal from Estonia, the Russians had extensively destroyed the plants of the Estonian shale oil works.

Kontinentale Oil A.G. by order of the Ministry for the Economy had further to finance more subsidiary companies as well, namely, the Ostland -Oilvertriebs-G.m.b.H. and the Ukraine Oilvertriebs-G.m.b.H. and Kontinentale Oil -Transport A.G. Essentially these companies were supposed to secure the amount of mineral oil required by agriculture and industry and for the supply of the Wehrmacht.

In the Caucasus, neither Kontinentale Oil A.G. nor one of the subsidiary companies mentioned carried on any sort of activity. It merely had to make mineral oil drilling and pumping machinery as well as provisional

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distillation plants and other field materiel available by order of the OKW. This materiel was taken over by the Mineral Oil Brigade subordinate to the OKW. Kontinentale Oel A.G. made the machinery available to the OKW in the form of a loan.

P o l a n d .

In Poland, the great number of companies in existence there had already been merged into one company by four German mineral oil companies (DEA, Gewerkschaft Elverath Preussag, Wintershall) even before the founding of Kontinentale Oel A.G. In August 1942, these assets were brought into Karpathenoel, in which Kontinentale Oel A.G. had a financial share of 50%. However, the overall management of Karpathen - Oel A.G. was primarily in the hands of the men sent by other German oil companies to the Aufsichtsrat of Karpathen-Oel. Kontinentale Oel A.G. exercised no direct influence whatsoever on the business management of this company.

Frankfurt am Main , 23 February 1948

(signed) Walther Dihlmann
(WALTHER DIHLMANN)

The above signature of Herr Walther Dihlmann, residing Frankfurt am Main, Klueberstrasse 24, performed before me, is hereby certified by me.

Frankfurt /Main 23 February 1948

(signed) Helmuth Henze
(HELMUTH HENZE)
Attorney-at-law

The verbatim and true copy of the above document is hereby certified:

Nürnberg, 26 February 1948

(signed) Dr. Hans Fläcksner
(DR.HANS FLÄCKSNER)
Attorney-at-law

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A F F I D A V I T

I, Guenther Schlicht, residing in Wietze, District Celle, Bahnhofstrasse 48, have been duly warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my statement is made according to my best knowledge and belief, in order to be submitted as evidence to the Military Tribunal in Nürnberg, Germany.

1.) In 1941 I was brought into the Technical Brigade Mineral Oil as an expert in Mineral Oil production and belonged to it as head of the technical department Mineral Oil Production. From October 1943 I was head of the technical group Mineral Oil Production. From the above listed activities comes my knowledge for the statements which follow.

2.) The Technical Brigade Mineral Oil was given the job of getting the oil fields and refineries back into production after the military operation toward the Caucasus. However, the above-named goal was not achieved by the Technical Brigade, because the fields of the Taman Peninsula, the Maikop area and of Malgo-beck were completely destroyed by the Russians, and the short period of German occupation was not sufficient for forcing open the boarded-up drill holes, not to speak of new drilling activities. The occupation of the important oil fields of the Maikop area did not take place until the end of October 1942, the evacuation of these eastern areas in the middle of January 1943. The activities of the Technical Brigade Mineral Oil had the purpose of supplying the fighting troops with the necessary mineral oil. Kontinentale Oel A.G. was ordered to support the military supply plan by delivering material upon demand of the military offices.

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It therefore was supposed to see to the supply of the necessary drilling and pumping machinery and to procure the necessary spare parts for the destroyed refineries. It did not make an appearance in the areas mentioned as "continentale Oel A.G.

3.) I know Herr Dr. Buetefisch through my activities in the Economic Group Fuel Industry. In order to keep the agency of the mineral oil processing aspect well informed concerning the results of the drilling in Germany, I frequently participated in the sessions of the Beirat of the Economic Group Fuel Industry. I know Herr Dr. Buetefisch as an expert of importance in the mineral oil industry and as a specialist in the field of hydrogenation. I had contact with Herr Dr. Buetefisch until the capitulation via the connection of the Technical Group Mineral Oil Production with the Economic Group Fuel Industry. He always endeavored to solve the problems given to him from a technically objective point of view so that Herr Dr. Buetefisch always made an impression on me of an unpolitical man. Neither could I ever ascertain whether he was a member of the N.S.D.A.P. or one of its affiliated organizations.

Wietze, 31 December 1947

(signed) Guenther Schlicht
(GUENTHER SCHLICHT)

No. 7 of the Document Register for the year 1948

The above signature of Herr Director Guenther Schlicht from W i e t z e District Celle, Bahnhofstrasse 46 is hereby certified by me.

Celle, 21 January 1948.

(signed) G. Wellhausen
N o t a r y

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Seal: Gerhard Wellhausen, LL.D.
Notary in Celle.

Calculation of Costs:

<u>Value of business:</u>	R ^m 3,000.--	
Tax Per. 39 RKO	"	RM 4.--
3% Turnover Tax		" -.12

		RM 4.12
		=====

This is a verbatim copy
of document Bus 134
Mürnberg, 6 February 1948

(signed) Dr. Hans Fleechsner
(DR HANS FLECHSNER)

AFFIDAVIT.

I, Hans von SALMUTH, retired Generaloberst, born on 21 November 1888, at present in Nuernberg, Court Prison, having been duly warned that I make myself liable to punishment if I make a false affidavit declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

In December 1933 I was appointed Chief of General Staff of Corps Area Headquarters II Stettin. My predecessor in the office was Oberst (Colonel) LIESE who was transferred to the Army Ordnance Department and replaced General von BOCKELBERG. General von BOCKELBERG at that time retired and received a position in private industry. From that time on he had no longer any official connection with the Wehrmacht.

Nuernberg, 13 February 1948

(signed) Hans v. SALMUTH
(Hans von SALMUTH)

The above signature of retired Generaloberst Hans v. SALMUTH, at present in the court prison in Nuernberg, given before me, the Attorney-at-Law MOELLER, assistant to the Attorney-at-Law Kurt GOLDBIK, is hereby certified.

Nuernberg, 13 February 1948.

(signed) MOELLER
(MOELLER)

* * * * *

The verbatim and true copy of above document is certified.

Nuernberg, 20 February 1948

(signed) Dr. Hans FLECHSNER
Attorney-at-Law

Hans BROCHE
Dr. phil.
Director of mines

22a Essen,
.....

AFFIDAVIT.

I, Dr. Hans BROCHE, residing in Essen, Sempferstrasse 36, have been duly warned that I make myself liable to punishment if I make a false affidavit.

I hereby declare under oath that the statement below is true and is made in order to be submitted as evidence before the Military Tribunal in Nuernberg.

I became acquainted with Dr. BUETEFISCH in connection with the development of the coal extraction process (POTT-BROCHE process) found at the Mathias STINNES mining company and in the course of the years I met him repeatedly, especially after the large-scale experimental plant of the Ruhrcoel G.m.b.H. had been established at Welheim and as a consequence of the agreement concluded between the Mathias STINNES mining company and the I.G. Farbenindustrie concerning the application of the I.G. Farben hydrogenation process on the one hand and the coal extraction process of the Mathias STINNES mining company on the other.

In this connection Dr. BUETEFISCH in no way put us under any pressure because of the application of the I.G. Farben hydrogenation process, the cooperation much rather took place on a completely voluntary basis without any duress whatever and was successfully carried out both parties showing respect for the mutual research results and having in view a productive development of the field of work they had in common.

(page 2 of original)

Dr. BUETEFISCH gave our plant every conceivable and
unrestricted support.

Essen, 20 February 1948.
(signed) Dr. Hans BROCHE

No. 49 of the Document Register for 1948.

The above signature of Dr. Hans BROCHE, director
of mines, from Essen, given before me is hereby certi-
fied.

Muelheim on the Ruhr, 21 February 1948

signed: Dr. GOTTFALD
Notary

(Stamp)

Computation of Costs
Value R- 3.000.--

Fee Art.39 Reich Fees Regulation	RM 4.--
Fee Art.52 Reich Fees Regulation	RM 4.--
Turnover tax	RM -.24
Total	<u>RM 8.24</u>

(signed) Dr. GOTTFALD
Notary

* * * * *

The verbatim and true copy of above document
is certified.

Nuernberg, 28 February 1948

(signed) Dr. Hans FLAETSNER
Attorney-at-Law

(2)
AFFIDAVIT.

I, Franz Josef CAMMERER, at present residing at Heidelberg, Goethestr. 14, make the following statement which is to be submitted as evidence before the U.S. Military Tribunal in Nuernberg. I declare under oath that my statement is true and I am aware that I would make myself liable to punishment if I made a false affidavit.

From 13 July 1927 I have been working as a commercial employee with the I.G. Farbenindustrie Aktiengesellschaft now Badische Anilin- und Soda-Fabrik, Ludwigshafen/Rhine, and was especially engaged in estimate and statistical work in the field of hydrogenation. The statement on the costs of hydrogenation of 19 November 1936 was drawn up by me conjointly with the accounting department of the Ammoniakwerk Merseburg G.m.b.H. Leuna and the sales accounting department Stickstoff und Oele (nitrogen and oils), Berlin, when it was necessary in connection with negotiations on the gasoline guaranty agreement with the Reich to prove for Leuna that I.G. Farben had extraordinarily high expenses in the field of hydrogenation. As is seen from the article the figures were at that time adopted from the actual book-keeping ledgers mentioned in Leuna and Berlin. The result of the investigation shows that the uncovered hydrogenation loss amounts to 336 mill. marks.

Proceeding from the hydrogenation loss as shown by the books and after deducting all costs of construction, the net contribution is in the supplement to the memo of 19 November 1936 stated to amount to 277 mill. marks.

(page 2 of original)

The only point of this statement was to prove to the Reich that I.G.Farben actually spent the amount of 336 mill. marks for the development of hydrogenation. Since - as mentioned at the beginning - the statement was to show the book-keeping proof of the loss, credit notes, as for instance result from the Standard I.G.Farben Agreement could not be taken into consideration in this connection.

I thus confirm that the elaboration of 19 November 1936 involved the same task as was performed earlier in 1932 by the auditors of the firm STEINBERG & JACOBS, New York, by order of the Standard Oil, i.e. the exact checking of the costs as they originated with I.G.Farben in the field of hydrogenation. I had knowledge of this work since I had cooperated in this task as an expert.

Ludwigshafen/Rhine, 27 January 1948

(CAMMERER)

(signed) Franz Josef CAMMERER

I certify the above signature given before me this day.

Ludwigshafen/Rhine, 27 January 1948

(signed) Dr. KURT HARTMANN

(Assistant Defense Counsel in
Case VI)

* * * * *

The verbatim and true copy of above document is certified.

Nuernberg, 2 March 1948

(signed) Dr. Hans FLAETSNER,
Attorney-at-Law

AFFIDAVIT.

I, Dr. Ing. E. WULZNER, residing in Leipzig, Markt 9, having been duly warned that I make myself liable to punishment if I make a false affidavit declare under oath that my statement is true and is being made in order to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

From 1938 I was Vorstand member as expert on technical matters of the Braunkohlen-Benzin A.G. and thus am acquainted with Dr. BUETEFISCH, so that I am in a position to make the following statements about him and his activity as member of the Braunkohlen-Benzin A.G. Vorstand.

Before Dr. BUETEFISCH joined the Vorstand of the Braunkohle-Benzin Aktiengesellschaft, which as is known, worked in 3 plants under the I.G. Farben hydrogenation process, Dr. KRAUCK was a member of the Braunkohle-Benzin A.G. Vorstand, Other tasks which Dr. KRAUCK had to take over prevented him from intensively participating with regard to the technical interests of the Brabag works which were being built up. It was therefore greatly appreciated by the management in the administration and the plants of the Brabag that Dr. BUETEFISCH, as a very well known expert, was to take an active part in the work. In particular, the two other technical engineers in the Vorstand, Dr. HOCHSCHMIEDER and the undersigned, who shared the tasks of management and technical engineering, again and again received advice and support from Dr. BUETEFISCH with the settling of all chemical and technical questions.

(page 2 of original)

Dr. BUETEFISCH's work exclusively consisted in this advisory activity in all chemical-technical questions. It was pleasant to discuss pending technical problems with Dr. BUETEFISCH since one could be sure that every question due to his experience in his particular field would be solved within the shortest time.

I, on my part, may say that-especially after I had the opportunity of coming to know Dr. BUETEFISCH more closely - I appreciated him personally as a man of upright character for whom, due to his excellent special knowledge and decided talent for the realization of technical tasks to which he devoted all his time, the political and especially the Party-political problems meant nothing at all.

During his activity as Vorstand member of the Braunkohle-Benzin A.G. Dr. BUETEFISCH at any rate refrained from exercising any Party-political influence.

Leipzig, 24 February 1948

(signed) Dr. Erich WÜRZNER

Document Register 71-1948.

The above signature given before me by the technical engineer Dr. Erich WÜRZNER from Leipzig, strasse des 18. Oktober No.17,

personally known to me is hereby certified.

Leipzig, 24 February 1948

(Stamp)

(signed) W. SCHNEIDER
Notary

(page 3 of original)

Computation of costs:

Value: RM 3,000

Fee according to Art. 39, 26 of the Reich Fees Regulation	RM 4.--
Turnover tax	" -.12

	RM 4.12

(signed) W. SCHNEIDER
Notary

* * * * *

The verbatim and true copy of above document is certified.

Nuernberg, 4 March 1948

(signed) Dr. Hans FLAEBISLER
Attorney-at-Law

AFFIDAVIT.

I, Josef RUSCHKE, at present Karlsruhe-Bagsfeld, Reitschulweg (Horco), having been duly warned that I make myself liable to punishment if I make a false affidavit declare under oath that my statement is true and is made in order to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

1. I was born on 19 February 1886 at Hochstaedt (Middle Franconia). Before the war I was commander of the army signal school in Halle. During the war my last position was that of inspector of the replacement army signal corps.

2. I have known Dr. Heinz BUETEFISCH from Leuna since he in the years 1935 till 1937 participated in two maneuvers as reserve officer held with the Halle army signal corps subordinated to me. He was at that time called up to participate in two maneuvers of 3 weeks each. He was not liable for any further maneuvers but received the indispensability status as captain of the reserve. As far as I know, Dr. BUETEFISCH did not participate in any training at the Reich Air Ministry. I would definitely have known this since Dr. BUETEFISCH would for this purpose have had to be transferred from the army to the Luftwaffe and canceled from the list of reserve officers of the signal corps which on principle did not take place.

3. At his last training with the Halle army signal corps Dr. BUETEFISCH invited his officer comrades upon their wish to a party to Leuna because he had been the guest of the army signal school during

(page 2 of original)

his training. On this occasion he showed them the Leuna
plant in lantern slide lecture.

Karlsruhe, 13 November 1947

(signed) RUSSEWUM

Certification of signature.

Above signature of Herr Josef RUSSEWUM at present
residing at Karlsruhe-Hörsfeld, Reitschulschlag, identi-
fied by the Identification Card issued by the Stadtrat
in Schwabach on 28 March 1947 B 13599 is hereby publicly
certified.

Karlsruhe, 14 November 1947

(signed) Dr. WETZEL

Notary

(Stamp)

Computation of Costs.

* * * * *

The verbatim and true copy of above document is
certified.

Nuernberg, 4 March 1948

(signed) Dr. Hans FLACSMER
atorney-at-Law

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A F F I D A V I T

I, Hugo Stinnes, residing at Muehlheim-Kuhr, Bismarkstrasse 32, have been advised to make a statement indicating what kind of influence the I.G. Farben-industrie exercised or had in the creation and development of the Coal Processing Plant Welheim, of the Stinnes collieries. I have been warned that I make myself liable to punishment if I make a false affidavit. I declare under oath that my affidavit is true and has been made in order to be submitted in evidence at the Military Tribunal VI at the Palace of Justice, Nürnberg, Germany. I am obliged to make this statement to a large extent from memory because nearly all my files were lost in 1943 as a result of the war. The realizations of the necessity that the Ruhr Mining Industry too, should occupy itself with the chemical research of coal, induced my father, who died in 1924 even before 1914 to use successfully his influence to bring about the establishing of the Coal Research Institute Muehlheim/Ruhr within the frame of the Research Institutes of the Kaiser Wilhelm Gesellschaft, Berlin. Reasons of economy plus the knowledge gained after 1919 led to the developing of its own processes which the responsible management of the Matthias Stinnes colliery had set as its goal, in order to raise the market value of the coal mined and to obtain greater derivative benefits. The introduction of the coal-dust fuel method and the development of the low temperature carbonization were the first results of these research tasks.

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The firm "International Combustion, New York was active with the same aim in mind. In 1921 the Kohleneidungsgesellschaft, Berlin, was founded in which Combustion and the "Mathias Stinnes colliery participated equally, and to which both companies contributed all their patents and experiences in the field of coal dust firing and low temperature carbonization, for future joint utilization and further development within the scope of the agreements. This company is still in existence and held always a leading position concerning the technical developments in its specific field.

The responsible management at the Mathias Stinnes colliery recognized, like other leading German technicians, that the processing of low temperature coal alone did not establish a sufficient enough technical advancement. The Mathias Stinnes colliery continued its chemical research of coal in their own laboratories with the aim of finding a way for the liquefaction of coal and its practicable utilization. All the work pertaining to this aim had to take into consideration the existing patents of others especially the Bergius patents which were in the possession of the I.G. Farben and the I.G. Farben process which was developed from these patents. The Pott-Broche process of the Mathias Stinnes colliery was a result of this research work. Independent patents at home and abroad have been granted for this process. It was possible to ward off successfully ^{all} attempts to contest its legality, especially abroad. Dr. Buefisch and other Farben executives knew that the Stinnes-process was an actual fact, and that

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the Stinnes - Collieries had to be considered an enterprise to be taken as seriously in the field of coal processing, and this led in 1935 to an exchange of ideas regarding mutual collaboration. According to my recollection, I met Dr. BueteFisch for the first time in my life, on this occasion. The Stinnes colliery was similarly interested in this plan, because we considered the coal extract produced from the Pott-Broche process, to be a promising product for further processing in a hydrogenation plant. In the course of these negotiations, Dr. BueteFisch visited in 1936, the extract - experimental plant of the Mathias Stinnes colliery. The experimental plant of the I.G. Farben at Ludwigshafen was also visited. Upon my express request, an agreement valid only for Germany proper, was made between I.G. Farben and Mathias Stinnes. In this agreement I always felt as a partner with full equal rights, and it was never attempted to put me in a position of playing second fiddle on the part of I.G. Farben executives with whom I had to deal. These top executives were, Professor Karl Bosch, Dr. Krauch, Dr. BueteFisch.

According to its international agreements, the I.G. Farben was obliged to get first the approval of its American partners for this agreement. I still remember distinctly that Dr. BueteFisch, in his correct endeavour to live up to his contractual obligations, did his utmost together with the lawyers of the Standard Oil of New Jersey to have the foreign patents concerning the Pott-Broche process of the Mathias Stinnes colliery, were included in the international obligations of the I.G. Farben in the agreement. This met with my most energetic refusal.

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I pointed out that I was willing even to let the agreement for Germany break down on this account, because I was a convinced adversary of such far-reaching world-wide obligations.

I was then urgently asked to concede at least that the Mathias Stinnes colliery, in the case of an utilization of its patents abroad in the field of coal-extraction should grant the foreign partners of the I.G.Farben the status of most favored parties. I gave my consent to this stipulation if and so far as we would contemplate the utilization of the patents explicitly to third parties.

After the conclusion of the agreement, extensive experiments were carried out by the I.G.Farben and by us, which had to be undertaken before final plans for the Welheim plant were drawn up. At first the plant was called a large experimental enterprise, which it actually was, because it entered into terra incognita in the fields of extractions processes, as well as in the fields of the materials to be hydrogenated and of applied pressures. Consequently, the first plant was constructed for a correspondingly small capacity. It was erected explicitly and alone for the account and risk of the proprietors, that is the Interessengemeinschaft Colliery Mathias Stinnes Muehlheimer Bergwerksverein. I.G.Farben at no time contributed even a penny to its development and accordingly had no influence upon the development of the plant. The increasing difficulties in the procurement of materials at the time of the founding of the plant, necessitated a contact with the competent authorities, in order to make the construction possible. I still remember distinctly occasionally that in the course of such negotiations I came up against the suspicion that

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by this agreement between Mathias Stinnes I.G.Farben, the Mathias Stinnes colliery came under control of the I.G.Farben. An expansion of the sphere of influence of the I.G.Farben would have met with an energetic rejection within the "Brau-Keppler". I firmly declined such foolish ideas. It was very well known that I would keep myself free from any kind of outside influence, and that I was willing to suffer economic losses for this point of view.

In summing up, it has to be kept in mind that the I.G.Farben or one of its executives, especially Dr. Bustefisch who participated in a leading capacity in all negotiations, never had any influence on the development of the Weilheim plant or not tried at any time to attempt such an influence. Until the start of the war the pace of the development of the Weilheim plant was conditioned only by technical and scientific knowledge gained at the large experimental plant and the economic possibilities for the proprietors. Private conversations with Professor Dr. Karl Bosch whom I had known for many years before the Nazi-era, were for me quite convincing to undertake the great risk and to enter into terra incognita in the field of private industry in the same far-reaching manner as it was done at Weilheim. I esteemed Dr. Bosch as an outstanding expert. However, everybody who got to know him, was aware of the fact that he was quite a singular personality within his own rights, and with his own opinion which he always voiced with unmistakable conviction. Karl Bosch never concealed his antipathy towards the Nazi regime and especially towards Adolf Hitler himself. It is therefore inconceivable to me that an enterprise.

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which stood under such a decisive influence of Karl Bosch, could have or would have supported preparations for an aggressive war.

I am convinced that the achievements of the I.G. Farben in the field of coal processing for the manufacturing of mineral oils can be evaluated only as a substantial contribution to an industrial technical problem in the solution of which also other German institutes and enterprises participated. If then the coal liquefaction processes, and in particular the I.G. Farben method has been adopted by industry, then this is a proof of the fact that the problem of mineral oil manufacture from coal has found an industrial solution and has been made available for German conditions.

I mentioned already in the beginning that the processing of coal constitutes a problem for Germany, and probably even for the world, in which also the economically most efficient utilization of the different kinds of the coal produced, are of importance. Therefore, this problem cannot be judged only from the side of the mineral oil industry, but must be judged also from the side of the mining industry. To my knowledge, these above mentioned consideration of private enterprise, induced several mining industrialists before the war to construct plants for hydrogenation, but certainly not with the intention to bring about preparations for warfare with this new kind of industry. To my knowledge the entire synthetic production of mineral oil in Germany would not have been sufficient enough to cover half of the pre-war requirements and they were truly small ones, in comparison with those of other Western European states.

Muehlheim - Ruhr, 24 February 1948

(signed) Hugo Stinnes
(HUGO STINNES)

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Document Register No. 124 for the year 1948

The signature of Herr Hugo Stinnes, residing at Muehlheim/Ruhr, Bismarkstrasse 32, affixed on the previous page, is herewith attested by me. Herr Hugo Stinnes is personally known to me, and I certify that he corrected one typing error on page 2 and one on page 4.

Muehlheim /Ruhr, 25 February 1948

(signed) Rudolf Schmits
Notary

The verbatim and true copy of the above document is herewith certified by me.

Nürnberg, 28 February 1948

(signed) Dr. Hans Flaechener
Attorney-at-Law

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FRIEDRICH UHDE K. - G.
Hagen DORTMUND Leuna

Planning and construction of chemical plants, especially
for the nitrogen and fertilizer industry, for the mineral
oil industry, for the acid industry. Factory for chemical
machinery and apparatus especially high-pressure apparatus
and - equipment, special filter installations, construc-
tion - machinery .

.....

A f f i d a v i t

I, Friedrich Uhde, residing at Bochum-Werte,
Boevinghauser Hellweg 246, have been duly warned that
I make myself liable to punishment if I make a false
affidavit. I declare under oath that my affidavit is
true and has been made in order to be submitted in evidence
at the Military Tribunal at the Palace of Justice, Nürnberg
Germany.

As a postscript to my affidavit of 27 October 1947
concerning the manufacturing of nitric acid from ammonia
through oxidation I state herewith the following:
If it is intended to manufacture concentrated (99%) nitric
acid from the nitric acid (50%) distilled through ammonia
oxidation, then the costs for the construction of a
plant with a daily production capacity of 100 tons
concentrated nitric acid, would amount to approximately
3,2 Million Reichsmark, according to the price standards
of 1939.

Such a plant would consist of:

- 1) A pre-concentration plant in order to raise the
concentration from 50% to 60%,
- 2) A high concentration plant for nitric acid.
- 3) A sulphuric acid concentration plant, in order to

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concentrate from 69% to 96% the sulphuric acid which absorbed the water from the nitric acid.

- 4) A generator plant for the production of fuel gas for heating the tanks of the concentrated sulphuric acid.
- 5) All foundations and buildings for such a plant.
- 6) The complete construction.

The building period for such a plant would have lasted in 1939 (peace time) approximately 1 to 1 1/2 years.

Dortmund, 24 February 1948

(signed) Friedrich Uhde.

The authenticity of the signature is herewith certified by me.

Dortmund, 24 February 1948

(seal) The Oberstadtdirektor
By order of, signed(signature)
stamp 1.00 RM

The verbatim and true copy of the above document is herewith certified by me:
Nürnberg, 28 February 1948.

(signed) Dr. Hans Flechsner
Attorney-at-Law

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Hydrogenation Data

	RM	
Experimental Costs (including laboratory and patent costs)	146	million
Special deductions and sundry expansion costs	51	"
Manufacturing expenditures (Actual costs)	207	"
Net proceeds from sale of products	74	"
Book value hydrogenation plant Me. on 31. 12. 1932	23	"

A F F I D A V I T

I, Emil Wuerth, residing in Frankfurt (Main), Eschersheim, Josephskirchstrasse 13, c/o Wagner, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made to be submitted as evidence before the Military Tribunal in the Palace of Justice, Nuernberg, Germany.

I was born on 26 January, 1892. From 1 December 1919 I was an employeë, and since 1937 authorized commercial agent (Handelstevollmaechtiger) of the I.G. Farbenindustrie A.G. and of the Amoniakwerk Merseburg GmbH. Leuna plant, in the Department for Nitrogen Cost Estimates or Clearing House of Sparte I, and am at present employed in the Control Office of the I.G. Farbenindustrie A.G. Departments Sales Accounting Nitrogen and Oils in Frankfurt (Main). On the basis of my activity and the documents available to me, I have compiled the above data concerning hydrogenation as contained in the I.G. books for the years 1924 up to and including 1932. The figures are given in round numbers.

Frankfurt (Main), 26 January 1948

signed: Emil Wuerth

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I certify to the above signature of Herr Emil Wuerth,
residing in Frankfurt (Main) Eschersheim, Josephskirch-
strasse 13, affixed before me.
Frankfurt (Main), 26 January 1948

Signed: Dr. Kurt Hartmann
(Dr. Kurt Hartmann)

I certify to the verbatim and true copy of the above
document.

Nuernberg, 16 February 1948

Signed : Dr. Hans Flaechsner
Attorney -at-law

DOCUMENTBOOK VII - BUETEFISCH
DOCUMENT No. 237

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(Notary Seal)

To whom it may concern

This is to confirm that Dr. Ing. Heinrich BUETEFISCH has been in this country from the 22nd of December 1945 until the 12th of January 1946, for purposes of interrogation on technical subjects, and showed himself willing and co-operative.

Signed: Signature P/Lt.

Air Ministry
London

I certify to the verbatim and true copy of the above document.

Nürnberg, 16 February 1948

Signed: Dr. Hans Fleckner
Attorney-at-law

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A F F I D A V I T

I, Heinrich Schindler, residing in Treisdorf, Kaiserstrasse 1, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that the following data are true to my best knowledge and belief and were made in order to be submitted to the American Military Tribunal in Nürnberg (Case 6) as evidence.

On 1 April 1930 I entered the services of the Rheinisch Westfaelische Sprengstoff-Aktiengesellschaft (Rhine-westphalia Explosives Corp) as Chief Engineer, which was merged in 1931 with the Dynamit-Aktiengesellschaft (Dynamite Corp) formerly Alfred Nobel & Co.(DAG). At the time of the merger, I was taken over by the DAG, and retained my former position. At the beginning of 1937 I received the title of Director.

I am still employed today as Chief Engineer,

As I have been able to ascertain from the documentary material presented to me, the following may be said with respect to the entire German consumption of nitric acid and nitrates:

The chart on page 2 (following page) shows the consumption of nitric acid from 1930 on, and the chart on page 3 (second following page) the consumption of the various nitrates. In neither case were gunpowder and ignition agents considered, however the figures, as far as quantity is concerned, are affected to only a negligible extent. For the sake of comparison, I have transposed in the usual manner all data given to the nitrogen content of the products.

DOCUMENTBOOK VII- BUETEFISCH
DOCUMENT No. 311

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Consumption of Hoko-nitro-hydrochloric acid

in net tons

	Total	Explosives for Civilian Use	Explosives for Military Use	Powder
1930	3,330	1,550	890	890
1931	3,330	1,110	890	1,330
1932	3,770	890	1,330	1,550
1933	6,000	1,110	2,000	2,890
1934	7,330	1,330	3,110	2,890
1935	8,210	1,770	3,550	2,890
1936	13,090	2,440	4,880	5,770
1937	18,860	3,780	7,320	7,760
1938	23,540	3,330	10,660	9,550
1939	23,710	2,660	15,950	14,200

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Consumption of Nitrates for
Explosives for Civilian Use
in net tons

	Ammonium Nitrate	Sodium Nitrate	Calcium Nitrate	Potassium Nitrate	Explosives for Military Use in net tons Total	Ammonium Nitrate
1930	3.370	200	--	30	3.600	-
1931	2.625	140	80	15	2.860	-
1932	2.310	130	80	15	2.435	-
1933	2.625	140	80	15	2.860	-
1934	3.220	160	105	15	3.500	-
1935	3.820	160	155	15	4.150	-
1936	4,200	300	155	15	4.670	-
1937	5.250	260	190	30	5.730	-
1938	6.265	240	230	15	6,750	-
1939	6.370	160	265	15	6.810	5.250

Leverkusen, 24 February 1948

Signed : Heinrich Schindler
(Heinrich Schindler)

The above signature of Herr Dipl. In . Heinrich Schindler was today affixed before me, Hanns Gierlichs, acting defense counsel before the American Military Tribunal in Case 6 in Nuernberg, which is herewith certified and attested to by me.

Leverkusen, 24 February 1948

Signed: Hanns Gierlichs
(Hanns Gierlichs)

I certify to the verbatim and true copy of the above document.

Nuernberg, 3 March 1948

Signed: Dr. Hanns Flaechsner
Attorney- at - Law

(Supplement to Document Book II
BUETERISCH)

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A F F I D A V I T

I, the undersigned Dr. Karl Holdermann, Heidelberg Schroederstrasse 64, having been duly warned that I make myself liable to punishment if I make a false affidavit, declare under oath that my statement is true and was made in order to be submitted as evidence before the Military Tribunal in the Palace of Justice in Nuernberg, Germany.

I was born in 1882 in Karlsruhe, Baden, studied Chemistry at the Technische Hochschule (Technical College) in Karlsruhe, received in 1904 the degree of Dr. Ingenieur with honors, entered the services of the Badische Anilin & Soda-Fabrik, Ludwigshafen/Rhein in 1906, was employed in their patent department, in 1920 worked as Prokurist 1929 as Director and Chief of the patent department up to the end of 1946, at which time I was pensioned.

During my term of employment in the patent department I dealt with the problems of maintaining secrecy of patents and patent applications and instigated the necessary measures in this respect.

There was a total of 66 patents applications within the Ludwigshafen patent department (including patent application originating from Leuna, without, however, applications from other I.G. plants, the number of which was not known to us) secrecy for which was declared necessary at a time (1934 to 1939) when a total of 3.544 patent applications were submitted by the Ludwigshafen patent department. Of the 66 patent applications, 45 were converted into secret patents.

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During the years 1934 to 1939 there originated from
the Oppau and Leuna plants:

a total of	1717 patent applications
from Oppau:	1,268
from Leuna:	449

These applications resulted in 917 patents.

Oppau:	724 patents
Leuna:	193 "

Of the applications, the following concerned the
Coal and Oil line:

From Oppau:	576
From Leuna:	188

Of the patents issued, the following were granted to:

Oppau:	335
Leuna:	82

Of those patents to be kept secret was a total of:

Patent applications from Oppau	37
" " " Leuna	1

Of these the following were converted into secret patents:

Oppau:	24
Leuna:	--

Of those patent applications to be kept secret, the
following fell to the Coal and Oil line:

With Oppau:	13
" Leuna:	1

Of these the following became secret patents:

Oppau:	10
Leuna :	--

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In the cases of some patent applications and patents, their connection with the Coal and Oil line was doubtful; thus, for example, supervisory machinery mainly for the Coal and Oil line or for general purposes can be of significance. Consequently, the breakdown in some cases was subject to a certain arbitrariness, which however is of no significance and amounts to only a small percentage of the figures stated. These figures are to be understood with this qualification; however, I give my assurance that they have been compiled as accurately as possible.

Ludwigshafen/Rhine, 27 January 1948

Signed: Dr. Karl Holdermann
(Dr. Karl Holdermann)

I, Dr. Kurt Hartmann, Assistant Defense Counsel in Case VI, certify and attest herewith to the above signature of Herr Dr. Karl Holdermann, residing in Heidelberg, Schroederstrasse 64, which was affixed before me on this day.

Ludwigshafen/Rhine, 27 January 1948

Signed: Dr. Kurt Hartmann

I certify to the verbatim and true copy of the above document.

Nürnberg, 28 February 1948

Signed: Dr. Hans Flaechsner
Attorney-at-Law

Case 6
Defense

APPENDIX TO DOCUMENT BOOK VII-BUETEFISCH
No. 315

TRIBUNAL VI

CASE VI

SUPPLEMENT
TO DOCUMENT BOOK VII
FOR
DR. HEINRICH BUETEFISCH

Presented by the
Defense Counsel

Dr. Hans Flaechener
Attorney.



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No. 315

I, Dr. Wilhelm Weinel, resident of Kirch Goene near Butzbach-Oberhessen, have been duly warned that I render myself liable to punishment if I make a false affidavit. I declare on oath that my statement is true and is made in order to be presented as evidence to the Military Tribunal in the Palace of Justice, Germany.

During the last years of the war I had the special duty in the office of Dr. BueteFisch to assist in the work on technical planning under his supervision. From 1938 to the time stated I had, by request of Dr. BueteFisch, worked on new carbonmonoxide-hydrogen syntheses which always found his interest and which necessitated frequent discussions with him. For this reason I had frequent contacts with Dr. BueteFisch. The two above mentioned jobs gave me a more detailed knowledge of the extent of his work. Therefore I am in a position to give some details. I am giving here a confirmation of his sphere of duties, as far as I am able to do this from memory. However I stress particularly that this list cannot make any claim to completeness, because it was only natural that a great deal was brought to Dr. BueteFisch which can no longer be traced.

His working sphere included the following installations:

1./ LEUNAWERK: Planning of new installations and productions and fitting into the total production of the works and of I.G. Especially the new fuel installations (Dehydrogenation and Alkylate) kept Dr. BueteFisch busy.

- 2.) He was also in charge of the planning of the dehydrogenation and alkylate installations of the Brabag-Boehlen.
- 3.) Introduction of the low temperature hydrogenation process in the Zeitz works (Brabag) and the allocation^{of}/the new raw products to the most expedient uses. Dr. Buetefisch supervised this as technical member of the Vorstand of the Brabag.
- 4.) Also the Synthesis works Schwarzheide (Brabag) often brought their problems to Dr. Buetefisch, in which cases he repeatedly was able to help effectively by detailing competent I.G.-experts.
- 5.) The work Luetzkendorf, a combined Fischer synthesis-hydrogenation- and lubricating oil installation, showed deficiencies in planning, on the removal of which Dr. Buetefisch worked a good deal.
- 6.) Hydrogenation works Poelitz A.G. The switchover of the entire production basis from oil to coal could not be done without detailed planning. Dr. Buetefisch currently supervised same in discussions with the works management at Poelitz.
- 7.) Mineral oil refinery and dehydrogenation plant of Moosbierbaum. This, as far as I know, was built in 1941 to 1943 as a work of the I.G. by order of the Air Ministry. The combining planning for this work which belonged to the frame work of the mineral oil sector lay in the hands of Dr. Buetefisch.
- 8.) Nitrogen works Linz. They belong to the works built by official order. They produced nitrogen fertilizer according to I.G. processes. Also in this case, as far as I can remember, the coordinated planning was in the hands of Dr. Buetefisch at the instigation of the company.
- 9.) Dr. Buetefisch was also in charge of the technical large scale planning of the part of the synthesis based on hydrogen within the Auschwitz work.

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For his assistance Dr. Buete²fisch had organized for himself a kind of technical office, of which, as mentioned above, I have been in charge during the last years of the war. Its duty was among other things, to check the various plans and works in accordance with the process applied in regard to energy, raw material, labor requirements and to produce reports for further planning. Dr. Buete²fisch would then talk over the outline of the building projects concerned with the different works managers or specialists either in Leuna or at the works.

He was able to cope with this voluminous work during the years of war- the material shortages and frequent changes in production demands, with the help of which the leaders of the state attempted to follow the events of the war, obviously multiplying all planning work - by limiting himself to the broad questions of technical coordination and here gave his instructions. All details of the execution he had to leave to the technical workmanagers concerned.

Freudenberg, 6 March 1948

(signed) Dr. Wilhelm Wenzel

The above signature of Dr. Wilhelm Wenzel of Kirchgoens near Butzbech is hereby certified.

Freudenberg am Main, 6 March 1948

The Burgomasters Office
(signed) Ziegler

Stamp of the Town Freudenberg i.B.

CERTIFICATE OF TRANSLATION

10 March 1948

I, George GOODMAN, No.34789, hereby certify that I am thoroughly conversant with the English and German languages, and that the above is a true and correct translation of the Appendix to Document BOOK VII - Buete²fisch No.315

George GOODMAN
No.34789

MICROCOPY

892

ROLL

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END

